

# General Account Agreement and Disclosure Document

WELLS  
FARGO

ADVISORS

To help the government fight the funding of terrorism and money-laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

Wells Fargo Advisors is the trade name used by two separate registered broker-dealers and non-bank affiliates of Wells Fargo & Company providing certain retail securities brokerage services: Wells Fargo Advisors, LLC, member SIPC, and Wells Fargo Advisors Financial Network, LLC, member SIPC. Accounts for both firms are carried by First Clearing, LLC, member SIPC and a separate non-bank affiliate of Wells Fargo & Company. WellsTrade is available through Wells Fargo Advisors, LLC.

## Investment and Insurance Products:

|  |                |  |
|--|----------------|--|
| Not Insured by FDIC or any Federal Government Agency | May Lose Value | Not a Deposit of or Guaranteed by a Bank or Any Bank Affiliate |
|--|----------------|--|

Wells Fargo Advisors, LLC is a registered broker-dealer and separate non-bank affiliate of Wells Fargo & Company

# Client Agreement

## I. GENERAL ACCOUNT TERMS AND CONDITIONS

### 1. INTRODUCTION

The terms and conditions of this WellsTrade Client Agreement ("Agreement") will control the brokerage account you are opening with Wells Fargo Advisors, LLC ("WFA") and any other brokerage account you open with us in the future. Each WellsTrade Account you open is a cash account, unless you request and are also approved for a margin account.

WFA will act as your introducing broker and First Clearing, LLC ("FCC") will act as the broker that will carry the Account and extend credit on any margin purchases. References to WFA shall be deemed to include FCC and other agents with respect to services provided by such agents.

In consideration of WFA and FCC accepting and FCC carrying your Account, you agree to the terms and conditions of this Agreement.

This Agreement includes the Signature Page(s), these terms and conditions and applicable disclosure documents related to your Account ("Account Disclosures"), together with any additions, amendments or supplements to such documents. There may be additional terms, account disclosures or agreements, such as the Wells Fargo Online Access Agreement, which may be applicable to a particular feature, program, account or service related to your Account.

By signing the Signature Page(s), you agree to this Agreement and any additional terms, agreements or Account Disclosures we may provide you, which are incorporated into this Agreement by reference.

### DEFINITIONS

**"You", "Yours", "the Undersigned"** and the **"Accountholder"** refer to the person(s) who sign the Signature Page(s) and enter into this Agreement with WFA.

**"We", "Our", "Ours" and "Us"** refer to WFA or FCC, together with their Affiliates. **"Affiliate(s)"** means any entity that is controlled by, controls or is under common control with WFA. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other.

**"Agreement"** refers to this Agreement, together with any supplemental agreements.

**"Account"** means collectively or individually any brokerage account you have with us, including any and all funds, money, Securities and/or Other Property that you have with WFA pursuant to this Agreement at any time.

**"Securities and/or Other Property"** means, but is not limited to, money, securities, financial instruments and commodities of every kind and nature and related contracts and options, distributions, proceeds, products and accessions of all property.

**"Business Day"** means Monday through Friday, excluding New York Stock Exchange holidays. **"Bank Business Day"** means Monday through Friday, excluding Federal holidays.

**"Cash Sweep Vehicle"** refers to the automatic deposit of uninvested funds in an Account into either the Bank Deposit Sweep or an available money market mutual fund or such other sweep arrangements made available to you.

**"Settlement Choice"** collectively refers to the Cash Sweep Vehicle, any free credit balance or a linked bank deposit account.

**"Short Sale" or "Selling Short"** means selling a security that you do not own.

**"Sell Short against the Box"** means you own the security sold but borrow equivalent stock with which to make delivery of the sale.

### 2. OWNERSHIP, AUTHORITY & AGENCY

By signing this Agreement, you certify that information you have provided to us is accurate and complete. You also certify that (a) you are of legal age to enter into contracts in the state where you live; (b) no one has any interest in the Account unless such interest is shown in the title of the Account; (c) you are not employed by a broker-dealer or other employer whose consent is required to open and maintain this Account by regulation or otherwise, unless such consent has been provided to us; (d) you are not a director, 10% beneficial owner, policy making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company, unless you have so indicated to us, and (e) you are not insolvent. You will immediately notify us in writing of any changes to these representations.

You appoint WFA as your agent for the purpose of carrying out your instructions, including those relating to the purchase or sale of securities. You assume all investment risk with respect to such transactions. All transactions will be executed only on your order or the order of your authorized representative(s), except as provided by this Agreement or otherwise agreed to. As your agent, we are authorized to establish relationships with clearing brokers and to appoint and use sub-agents. You authorize us and our sub-agents to, among other things, open or close brokerage accounts; establish a sweep bank deposit account for you or open bank accounts in your name for the Command Asset Program and the Command Asset Program for Business; maintain customer records; hold securities in bearer, registered or book entry form; place and withdraw orders, and take other reasonable steps in connection with our duties. We may, in our sole discretion and without prior notice to you, refuse or restrict your orders. You understand that banks and other companies affiliated with us may be investment advisors or lenders to issuers whose securities we broker.

FCC carries your Account as clearing broker

pursuant to a clearing agreement with us. We do not act as FCC's agent, and you will in no way hold us, any of our Affiliates, or any officer, director, or agent of ours liable for any trading losses or other losses you incur. Until we receive a written notice from you to the contrary, FCC may accept from us any instructions concerning your Account, without inquiry or investigation, including orders to purchase or sell Securities and/or Other Property on margin. Typically, we will send you notices concerning margin requirements and/or other matters related to your Account. However, if market conditions or time constraints require, or if FCC, in its sole discretion, determines it is appropriate, FCC may send notice directly to you with or without duplicate notice to us. For more information regarding the clearing agreement with FCC, please see the Disclosure of Clearing Agreement in the Account Disclosures.

### 3. INFORMATION DISCLOSURE & CREDIT INVESTIGATIONS

You acknowledge that you have received a copy of the Wells Fargo Privacy Policy ("Privacy Policy") brochure which describes Wells Fargo's general policies regarding the use and sharing of information and the personal information provided to us in connection with the opening of an Account. We may use and share information about you, and you may "opt out" of certain types of information sharing, in accordance with those policies. You authorize us to obtain consumer credit and other reports from any consumer reporting agency to obtain information necessary to open your Account or for any other purpose for so long as your Account is open or any amount is owed to us. Even if you opt out of information sharing with third parties for marketing purposes as described in the Privacy Policy brochure, and unless you separately object in writing, we may release your name, address and security positions to the companies that issued such securities if requested by those companies.

We are required to make a reasonable determination and verification of your Account profile. Until such verification is complete, we may not be able to service and maintain your Account. By signing this Agreement, you consent to our obtaining background and/or credit reports necessary to comply with any federal or state statutes or industry regulations. We may request credit-reporting agencies for consumer reports of your credit history. Upon request, we will inform you whether we have obtained any credit reports and, if we have, we will inform you of the name and address of the credit-reporting agency. If you fail to fulfill the terms of your credit obligations, we may submit a negative credit report to a credit-reporting agency. Under the Fair Credit Reporting Act (the Federal law embodied in 15 U.S.C. § 1681 et seq.), you have the right to notify us if you believe we have reported inaccurate information about you or your Account to any consumer-reporting agency. Send your notice in writing to First Clearing Client Services, One North Jefferson Ave., St. Louis, MO 63103. Include your complete name, current address, social security number, telephone number, account number, type of account, specific item or dispute, and

the reason why you believe the information reported is in error.

#### 4. COMMUNICATIONS, RECORDING & MONITORING, STATEMENTS & CONFIRMATIONS

We will send communications to the mailing address we have on file for you, or to another address you may give us. We may also provide certain notices and other communications to you orally. You consent to our recording your telephone calls with us and monitoring your electronic communications with us without further notice. All communications we provide to you by mail, electronically or otherwise shall be deemed personally delivered to you, whether you actually receive the communication or not.

We will provide you with an Account statement quarterly or monthly in the months in which activity occurs in your Account. You may elect to receive the monthly/quarterly statements for all your Accounts with a common mailing address together in a single mailing.

We will not send separate confirmations for the following transactions: (i) dividends or distributions which are credited or reinvested, or transactions effected pursuant to a dividend reinvestment plan ("DRP"), (ii) shares of money market mutual funds which are purchased or redeemed, or as part of the Cash Sweep Program, or (iii) transactions effected pursuant to a periodic plan or automatic investment or withdrawal plan. Your Account statements will reflect these transactions.

It is your responsibility to review all statements and confirmations delivered to you. Statements and confirmations shall be considered accurate unless you notify us in writing no later than ten (10) calendar days after receipt of statements or confirmations, that the information is inaccurate. Inquiries concerning the balance and positions in your Account should be directed to First Clearing Client Services, One North Jefferson Ave., St. Louis, MO 63103. All other inquiries and notices of inaccuracies concerning your Account and its activities should be directed in writing to the address listed on your statement. Failure to notify us shall prevent you from later asserting that such transactions were unauthorized.

You agree to notify us promptly in writing of any change in your name, address, employment or designation of Settlement Choice.

#### 5. PRE-DISPUTE ARBITRATION AGREEMENT

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the Parties agree as follows. "Party" or "Parties" means you and WFA, together with their Affiliates, collectively:

- All of the Parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final

- and binding; a Party's ability to reverse or modify an arbitration award is very limited.
- The ability of the Parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:  
i) the class certification is denied; or  
ii) the class is decertified; or  
iii) the client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

It is agreed that all controversies or disputes which may arise between you and WFA, including controversies or disputes with WFA's clearing agent (collectively, "us"), concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures. Any of us may initiate arbitration by filing a written claim with the FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York. The state or federal statute of limitations, statute of repose, non claim statute or any other time bar that would be applicable to any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration.

#### 6. NO INVESTMENT ADVICE

You understand and acknowledge that neither we nor our affiliates provide any investment

recommendations in connection with your WellsTrade Account, nor do we give advice or offer any opinion with respect to the suitability, profitability or appropriateness for you of any security, investment, financial product or investment strategy. You understand and acknowledge that you are responsible for determining whether a security transaction or strategy is suitable for you. All transactions will be done only on your order or the order of your authorized delegate, except as otherwise provided in this Agreement.

#### 7. PURCHASES AND SALES

We may execute orders to purchase or sell Securities and/or Other Property on any exchange or market we select. You are responsible for keeping yourself informed, and we are under no obligation to keep you informed of developments in the markets concerning your Account. You acknowledge that Securities and/or Other Property held in your Account may carry with them valuable rights that may expire unless you take action. You will be solely responsible for knowing the rights, terms, and deadlines for taking action with respect to Securities and/or Other Property in your Account, and for taking action to realize the value of such Securities and/or Other Property. We have no obligation to notify you of the nature of such rights and terms, or of impending deadlines, expiration or redemption dates affecting such Securities and/or Other Property.

The standard cut-off time for mutual fund orders is 4:00 p.m. Eastern time. The market may close earlier on holidays or for unforeseen circumstances. You understand that mutual fund purchase orders that we receive and that are entered into our systems before the cut-off time will be priced as of that Business Day. Orders we receive after the cut-off time will receive pricing calculated on the next Business Day.

We may, at our sole discretion and without prior notice to you, prohibit or restrict your ability to trade or substitute Securities and/or Other Property in your Account. We cannot guarantee requests to cancel or modify an order. We may receive late and/or erroneous trade reports from the marketplace where your order is executed, which may result in an adjustment to your order or the information on a trade execution reported to you.

We shall not be liable in connection with entering, executing, handling, selling or purchasing securities or orders for your Account except for gross negligence or willful misconduct on our part.

#### 8. CASH SWEEP PROGRAM & SETTLEMENT

Under the Wells Fargo Cash Sweep Program ("Sweep Program"), uninvested cash balances - for which no interest is otherwise earned or paid - in your Account are automatically swept into interest-bearing deposit accounts ("Bank Deposit Sweep") or, if available, money market mutual funds or such other sweep arrangements made available to you (collectively "Cash Sweep Vehicles"), until these balances are invested by you or otherwise needed to satisfy obligations arising in connection with your Account. Eligibility for each available Cash

Sweep Vehicle is determined by account type and can be obtained by contacting us. For standard brokerage accounts, the Bank Deposit Account serves as the Cash Sweep Vehicle for eligible clients. For ineligible accounts and clients, uninvested cash balances will be placed in an available money market mutual fund. Available money market mutual funds include those for which an affiliate of WFA provides investment management and other services. The Cash Sweep Program is described more fully in the Cash Sweep Program Disclosure Statement, which you will receive under separate cover after your Account is opened. You should read this carefully.

The Cash Sweep Vehicle will be used in connection with settlement of transactions in your Account, unless you select (if available) not to have a Cash Sweep Vehicle and instead select free credit balance or link your Account to a bank deposit account (collectively the Cash Sweep Vehicle, free credit balance or a linked bank account are referred to herein as the "Settlement Choice") to be used in connection with settlement of transactions in your Account. WFA may, at its discretion, change or replace the available Settlement Choice. Except as provided elsewhere in this Agreement, WFA will give you advance notice of any such change in a Settlement Choice. You authorize and direct us to invest or deposit free credit balances, including dividends, interest or other cash we receive for your Account, in your Settlement Choice within a reasonable time after receipt. Proceeds from the sale of securities will be invested or deposited in your Settlement Choice following settlement, provided that the securities sold have been received in good deliverable form prior to the settlement date. Unless you instruct us otherwise, we will hold non-cash proceeds in your Account. Credit balances that are needed to settle a transaction or that are collateral for your obligations, such as a cash balance resulting from a short sale, will remain in your Account and will not be deposited or invested in your Settlement Choice.

You also authorize and direct us to automatically withdraw cash, redeem money market mutual fund shares or sell securities maintained in your Settlement Choice or your Account when needed to settle a securities transaction or for any other purpose, such as to satisfy a debit balance, serve as collateral for a margin loan, short sale or option position, or to satisfy any other obligation to us in connection with your Account. If we fail to invest or deposit free credit balances according to this Agreement, our liability will be limited to the actual amount of the dividends or interest you would have earned had the free credit balances been invested or deposited in the appropriate Settlement Choice.

You will not purchase any security unless there will be sufficient funds in your Settlement Choice or Account by settlement date to make the required cash payment, unless your Account has been approved for margin privileges. You will not enter sell orders (except orders which you designate as a "short sale") unless the security is presently in the Account and in good deliverable form or you will make good delivery of properly endorsed securities by settlement date.

We may, at our sole discretion, accept a

purchase order without sufficient funds or a sell order without the Securities and/or Other Property being in good deliverable form in your Account, with the understanding that you will promptly submit payment or the Securities and/or Other Property to us. Any order, accepted and/or executed without sufficient funds, Securities and/or Other Property in the Account will be subject, at our sole discretion and without prior notice to you, to cancellation or liquidation for purchases or buy-in for sales. We may, at our discretion and without prior demand or notice to you, refuse to execute an order; or cancel, close, or liquidate at your risk any transaction, if settlement funds are not available or securities are not delivered. You will be responsible for all costs, commissions, and losses resulting from such actions including interest and costs of collection, and, without limit, reasonable attorney's fees. We may require an equity deposit or full payment before we accept an order. No Account may be closed before we have received all Securities and/or Other Property for which the Account is short and all your outstanding debts that you owe us for any reason.

If we hold securities for your Account in street name or bearer form bonds or preferred stock that are callable in part, you agree to participate in an impartial lottery allocation of the called securities, according to the rules of the applicable exchange.

## 9. SECURITY INTEREST, INDEBTEDNESS, & LIQUIDATION

Except for ERISA (Employee Retirement Income Security Act of 1974, as amended) and IRA Accounts, the Securities and/or Other Property that we or our Affiliates currently hold, hold in the future, carry or maintain for you shall be subject to a lien, a continuing and perfected security interest and a right of set-off for the discharge of any and all indebtedness or any other obligation you may have to us, and are to be held by us as security for the payment of any liability or indebtedness of yours to us in any of your Accounts held by us or any of our Affiliates. We shall not have a lien, security interest or right of set-off in any Securities and/or Other Property that are pledged to third parties as collateral for any indebtedness other than fees, expenses and charges applicable to such Account. However, WFA will maintain a right to charge your Account for commissions, account fees or other fees that are normal and customary as part of this Agreement.

In connection with enforcing our lien, perfected security interest or right of set-off, we may, at any time and without giving you prior notice, use, transfer or liquidate any or all of your Securities and/or Other Property in any of your Accounts held by us or any of our Affiliates in order to satisfy a debt or any other obligation you may have to us in your Accounts held by us or any of our Affiliates. Such use, liquidation or transfer may occur without regard to whether we have made any advances in connection with such Securities and/or Other Property and without regard to the number of Accounts you may have with us. Included within our right of enforcement, we shall have the sole discretion to determine which Securities and/or Other Property are to be sold or which contracts are to be closed without regard to any tax or other consequences you may face as a result of such actions. In the event of a breach or

default by you under this Agreement, we maintain all of the rights and remedies available to a secured creditor under all applicable laws, in addition to the rights and remedies provided in this Agreement. You agree to indemnify and hold us and our Affiliates harmless from and against any losses or expenses incurred in connection with such enforcement or any other remedies available to us, including reasonable costs of collection.

While we reserve the right to use, transfer or liquidate your Securities and/or Other Property without demand or prior notice, if demand is made upon you, you agree to satisfy any indebtedness, and pay any debit balance in any Account held by us or any of our Affiliates in which you have an interest. A finance charge (as set forth in the Credit Terms and Conditions herein) may be charged on any debit balance in your Account, together with any increases in rates caused by money market conditions, and with such other charges as we may impose to cover our extra services.

You further agree that if you; (i) default on any of your obligations under this Agreement; (ii) become bankrupt, insolvent or subject to a similar condition or subject to any bankruptcy, reorganization, insolvency or other similar proceeding; or (iii) we, at our sole discretion, deem it advisable for our protection, we may, at anytime and without prior notice to you: (a) cancel, terminate, accelerate, liquidate and/or close out any or all agreements or transactions between us and you or otherwise relating to the Account and calculate damages in a manner we deem appropriate; (b) pledge, transfer or sell any assets in the Account or any other account in which you have an interest (whether such account is held with us or our Affiliates), either individually or jointly with others; or (c) take any other action as we, in our sole discretion, deem appropriate with respect to any of the foregoing and apply the proceeds to the discharge of such obligation.

In pursuing the remedies available to us, we may, without limiting our rights under this section, offset amounts you owe us against any amounts that we owe you. You will remain liable for any deficiency. You will pay the reasonable costs and expenses of collection of any debit balance and any unpaid deficiency in any of your Accounts, including, but not limited to, attorney fees incurred by us.

You authorize us and we have the right, at our sole discretion, to require additional collateral at any time. If a petition in bankruptcy or appointment of a receiver is filed by or against you, or if an attachment is levied against any Account in which you have an interest, or in the event of your death, we have the right, at our sole discretion, to sell any or all assets in your Account, whether carried individually or jointly with others, to buy any and/or all assets which may be short, to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, notice of sale or purchase or other notice or advertisement. Any such sales or purchases may be made at our discretion on any exchange or other market, or at public auction or private sale, and we may be the purchaser(s) for our own account. It is understood that a prior demand, call, or prior notice of the time and place of

such sale or purchase shall not be considered a waiver of our right to sell or buy without demand or notice as provided in this Agreement. After deducting all costs and expenses of the purchase, buy-in and/or sale and deliveries, including, but not limited to commissions and transfer and stamp taxes, we shall apply the residue of the proceeds to the payment of any and all of your liabilities to us. You will remain liable for any deficiency.

No course of dealing between you and us, nor any delay on our part in exercising any of our rights or remedies shall constitute a waiver thereof, and any such right or remedy may be exercised as often as we may determine.

## **10. NOT FDIC INSURED/ SIPC ACCOUNT INSURANCE**

Securities and Other Property held in your Account are not deposit obligations, and are not guaranteed by any bank affiliated with WFA. Such Securities and Other Property (except brokered certificates of deposit and the Bank Deposit Sweep up to applicable limits) are not insured by the FDIC and are subject to investment risks, including possible loss of the principal amount invested.

WFA is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC protects client accounts against the loss of their securities in the event of the member's insolvency and liquidation by replacing missing securities and cash up to a maximum of \$500,000 per client, including \$250,000 for claims for cash. SIPC does not protect you against losses from changes in the market values of your investments. For more information on SIPC coverage, please see the explanatory brochure available at [www.sipc.org](http://www.sipc.org) or contact SIPC at 202-371-8300.

Above and beyond SIPC coverage, WFA maintains additional insurance coverage through London Underwriters (led by Lloyd's of London Syndicate ("Lloyd's")). For clients who have received the full SIPC payout limit, our policy with Lloyd's provides additional coverage above the SIPC limits for your Account for any missing securities and cash in client brokerage accounts up to a firm aggregate limit of \$1 billion (including up to \$1.9 million for cash per client). In other words, the aggregate amount of all client losses covered under this policy are subject to a limit of \$1 billion, with each client covered up to \$1.9 million for cash. This account protection package does not cover losses resulting from declines in the market value of your investments. For more information about Lloyd's, please visit [www.lloyds.com](http://www.lloyds.com).

Since monies in the Bank Deposit Sweep are held at banks, they are NOT covered by SIPC or Lloyd's. They are instead covered by FDIC insurance. Please see the Cash Sweep Program Disclosure Statement for further information.

## **11. CONTROL OR RESTRICTED SECURITIES**

Prior to placing an order for securities subject to Rule 144 or 145 of the Securities Act of 1933, you must identify the status of the securities and furnish us with the necessary

documents (including opinions of legal counsel, if requested) to obtain approval to transfer and register these securities. There may be delays in processing these securities, and we will not be liable for any losses caused directly or indirectly by any delays. We may decline to accept an order for these securities until the transfer and registration of such securities has been approved.

## **12. NO TAX OR LEGAL ADVICE**

We do not provide tax or legal advice with regard to any Account. You should consult with your personal tax advisor before making tax-related investment decisions. We do not render legal advice, nor are we obligated to take any action with respect to legal proceedings, including bankruptcy, that may arise regarding securities held or formerly held in your Account, or the issuer of those securities.

## **13. FEES & CHARGES**

We may assess your Account with charges to cover our services, or the termination of services, including, but not limited to, annual account fees, operational fees, custodial fees, and transaction fees and commissions. You agree to pay the fees and charges specified in the WellsTrade Account Commissions and Fees Schedule ("Schedule") which may be amended at any time without notification to you. You may be charged an annual account fee (as defined in the Schedule). You agree that we may debit your Account for any fees or charges that you incur, or any reasonable out-of-pocket expenses we may incur on your behalf. You agree to pay or reimburse us for all applicable state and local excise taxes. Any profit or loss from foreign currency exchange rated transactions will be charged or credited to your Account. You will reimburse us for any actual expenses we incur to execute, cancel or amend any wire transfer payment order, or perform any related act at your request. We may charge any Account of yours for such costs and expenses without prior notice to you.

## **14. EQUITY ORDER ROUTING & EXECUTION**

You acknowledge and understand that the securities which are traded in your Account may be traded in more than one marketplace. Consistent with the overriding principle of best execution and subject to applicable regulatory requirements, you agree that we may use our discretion in selecting the market in which to enter your orders.

We route customer orders for over-the-counter and listed equity securities to selected market makers for execution. We consider a number of factors when determining where to send customers' orders, including execution speed and price, price improvement opportunities, the availability of efficient and reliable order handling systems, the level of service provided and the cost of executing orders. We regularly review transactions for quality of execution.

All orders are executed at prices equal to or better than the displayed national bid/offer price, up to the displayed size, at the time of execution. Upon request and without charge, we can provide you with a written report disclosing the venues to which your individual orders were routed for execution in the six

months preceding your request.

### **a. Consent to use of Affiliated Alternative Trading System for IRA/ERISA Accounts**

You consent to our using an alternative trading system electronic communication network owned or operated by a broker-dealer affiliated with WFA ("Affiliated ECN"). This Affiliated ECN will be included among the venues for routing orders for execution on your behalf. As a result, transactions initiated by you may be routed to the following venues: (i) an Affiliated ECN; (ii) affiliated and unaffiliated broker-dealers who may have an existing long or short position in the security as a market-maker (i.e., principal trades) (WFA is not compensated for routing to certain market makers); (iii) an alternative trading system electronic communication network, or similar system owned or operated by an entity that is not affiliated with WFA; and (iv) a national securities exchange. In routing orders WFA always seeks best price, WFA may, at its discretion, modify its order routing procedures at any time to better serve customers, subject to notice to you. By entering into this Agreement and by placing subsequent transactions with WFA, you acknowledge and consent to the order routing procedures and potential conflicts of interest described above. In the event that you object to these procedures for your IRA or ERISA account, please contact your investment professional as soon as possible and we will be glad to assist you with either closing your account with no additional costs to you or routing your orders away from our affiliated broker dealer and their trading systems. consistent with best execution of the transaction. WFA does not take into account revenue received by WFA and/or its affiliates in routing transactions among the venues.

## **15. DIVIDEND REINVESTMENT**

The Dividend Reinvestment Plan ("DRP") allows you to automatically reinvest any dividends, capital gains and return-of-capital income distributions ("Eligible Monies") paid on shares of "Eligible Securities" in additional shares of the same securities. Most domestic common stocks listed on the New York Stock Exchange, Inc. ("NYSE") and NASDAQ are "eligible" for the DRP in accordance with our applicable policies. You may select the DRP options when you open your Account. We will reinvest all Eligible Monies into whole and fractional shares rounded to three decimal places.

We can apply the DRP to all or some of the Eligible Securities in your Account. If you elect to reinvest all Eligible Monies, the DRP service will also apply to all eligible future holdings. No further action is required on your part. If you chose to reinvest only certain securities in your Account, you will need to advise us at the phone number or address listed on your Account statement whether or not to reinvest each time you buy a new Eligible Security or deposit one into your Account.

You may change your reinvestment decisions by contacting us at the phone number or address listed on your Account statement to add or delete a specific stock or change your standing account instructions. We must receive any change at least two days before the posting date of any Eligible Monies. We will not issue written confirmation of changes.

We will determine reinvestment on the basis of your Account coding one Business Day before Eligible Monies are credited to your Account. We reserve the right to suspend or delete an otherwise Eligible Security from dividend reinvestment at any time, without notice, in response to market conditions. Should you request registration of your whole shares or request their transfer to another firm, any fractional shares will be sold. Voting privileges do not exist on fractional shares.

Each type of payment (dividends, return of capital, long-term capital gain) will be considered separately in determining minimums subject to reinvestment.

We reserve the right to modify the terms of the DRP, or to discontinue or suspend it (in whole or in part) whenever conditions warrant, with or without notice. If you are an "affiliate" or "insider" of any issuer, you may want to consult your personal legal advisor before participating in the DRP with respect to that issue.

## **16. MUTUAL FUNDS AUTOMATIC INVESTMENT & WITHDRAWAL PLANS**

If you instruct us, orally or in writing, to establish an automatic investment or withdrawal plan in a mutual fund, you authorize us to purchase or redeem shares in the mutual fund in the amount and at the time period that you select. We will carry out your instructions by initiating fixed debits or credits periodically to your Settlement Choice. You understand that in order to establish an automatic investment or withdrawal plan that is linked to a bank account, you must first set up a link to that bank account. Bank links are governed by applicable Automated Clearing House rules. You also authorize us to honor all debit entries initiated by you or on your behalf from time to time through your Settlement Choice. All such debits are subject to sufficient collected funds in the designated Account to pay the debit when presented. You agree that our treatment of each entry and our right to accept an item shall be the same as if you signed them personally. You acknowledge that you will carefully read the prospectus for the fund that you select prior to establishing an automatic investment or withdrawal plan.

You understand that if there is insufficient cash from your Settlement Choice to purchase shares for an automatic investment plan, the investment scheduled for that period may not take place. Any change in ownership or cancellation of your Account, or any transaction returned for any reason, including but not limited to insufficient funds in your Settlement Choice, may result in the cancellation of your automatic investment or withdrawal plan without prior notice to you. We reserve the right to modify or terminate your automatic investment or withdrawal plan at any time and for any reason upon notification to you at your Account address of record.

To terminate your automatic investment or withdrawal plan, you must request us to terminate such plan. Your automatic investment or withdrawal plan will remain in effect until three (3) Business Days after we receive your cancellation notice. You will remain liable for all items that have not been settled at the time of termination of any plan.

We will not be liable for any loss you incur in connection with transfers from or to your Settlement Choice unless we are grossly negligent in fulfilling our responsibilities in regards to your automatic investment or withdrawal plan. In no event will we be liable for consequential, special or indirect damages or loss. We will undertake to make transfers according to your instructions, but we will not be responsible for damages of any nature resulting from delays, failures, omissions, or errors relating to such transfers. We may, at our discretion, require periodic oral or written reaffirmation of your instructions regarding transfers, and we may terminate this service at any time. You will indemnify us, our officers, employees, agents, successors and assigns against any and all claims or liabilities by virtue of our acting on your automatic investments or withdrawal instructions. This indemnity is unlimited and shall be binding upon your estate, successors and assigns. We shall have no liability for costs or damages resulting from inaccuracy of information you provide to us, or from your failure to update any information you provide to us.

## **17. ACCOUNT TYPES**

.WFA offers many different account types, including individual and joint accounts, individual retirement and other retirement accounts, custodial, DVP, estate, trust and partnership accounts. Account types may be subject to certain restrictions and eligibility requirements, and certain services are not available to all clients and account types. You are responsible for selecting the account type that is appropriate for your needs and circumstances.

Regardless of the governing law provisions of this Agreement concerning the contractual obligations of the parties under the Account, the legal ownership of your Account shall be governed by and interpreted under the internal laws of your state of residence.

### **a. Joint Accounts**

If this Account is maintained in the name of two or more persons, each Account holder agrees to be individually and jointly liable for all obligations under this Agreement.

Each Account holder will have authority, acting individually and without notice to any other Account holder, to give instructions, buy, sell, and otherwise deal in Securities and/or Other Property, and to deal with us with regard to the Account as fully and completely as if each Account holder alone were interested in the Account. You authorize us to follow the instructions of any Account holder and to deliver funds, securities, or other assets held in the Account to any Account holder or in accordance with any Account holder's instructions, even if such deliveries and/or payments shall be made to any of you personally, and not for the Joint Account. You further authorize us to receive into the Account any Securities and/or Other Property delivered to it by or for either of you without delineation as to actual ownership of the property. In any situation where we cannot determine to our satisfaction the proper distribution of property from a Joint Account upon the death of one owner, we may, at our sole discretion, freeze the Account indefinitely pending a resolution deemed satisfactory to us or a final decision of an arbitrator or court having jurisdiction over the matter.

We are not responsible for determining the purpose or propriety of any instruction we receive from any Account holder or for the disposition of payments or deliveries among joint Account holders. Any notice we send to one Account holder will be deemed to be notice to all Account holders. You further authorize us to receive into the Account any Securities and/or Other Property delivered to us by or for any Account holder without delineation as to actual ownership of the property.

At any time, we may, in our sole discretion, require joint or collective action by all Account holders. You authorize us, in our sole discretion, to do any one or more of the following: (i) select which instructions to follow; (ii) suspend all activity in the Joint Account, except upon further written instructions signed by all of you or upon instructions of a court; (iii) close the Joint Account and send any and all assets by ordinary mail to the address of record; or (iv) file an interpleader action, in which event we shall be entitled to recover all costs including reasonable attorneys' fees in an amount set by the court. Filing an interpleader action, however, will not serve as a waiver of our right to arbitration. If upon the death of one or more of the Account holders, we cannot determine to our satisfaction the proper distribution of property from a Joint Account, we may, at our sole discretion, freeze the Account indefinitely pending a satisfactory resolution or final decision of an arbitrator or court having jurisdiction over the matter.

Laws governing joint ownership of property vary from state to state. You are responsible for verifying that the joint registration you select is valid in your state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of any of the tenants, the entire interest in the joint Account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For tenants in common, the interest in each tenancy shall be equal unless specified otherwise and in the event of the death of any of the tenants in common, the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating community property vary. If you designate your Account as a community property account, we will treat all property in the Account and any proceeds in the Account as community property. You should consult your personal legal advisor regarding the community property laws of your state of residence.

### **b. Custodial Accounts**

If the Account is a custodial account, we will maintain an account established under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act. You represent that the assets in the Account belong to the minor and that you will only use all such assets for the benefit of the minor. We are not responsible for determining the appropriateness of any actions you take as custodian.

### **c. Individual Retirement Accounts & Education Savings Accounts**

If this is an Individual Retirement Account ("IRA") or Education Savings Account ("ESA"), by signing this General Account Agreement you acknowledge that you have completed and signed an IRA or ESA enrollment form to open an IRA or ESA and

you have adopted Wells Fargo Bank, N.A. or FCC (as applicable) to serve as Custodian.

If you wish to cancel your Account, you must do so on or before the seventh (7th) calendar day after you receive the "Custodial Agreement and Disclosure Statement" by either delivering or mailing a written notice of cancellation to: First Clearing, LLC, Attn: IRA Department, MO 3580, One North Jefferson Avenue, St. Louis, MO 63103.

This Agreement, the Custodial Agreement and Disclosure Statement for your IRA or ESA include the terms and conditions of the relationship entered into by you and Wells Fargo Bank or FCC (as applicable).

Your beneficiary is the individual, estate, trust or organization you designate when you open your IRA or Education Savings account. You may change your beneficiary designation at any time by contacting us at the address listed on your Account statement. Each beneficiary designation you file with us will cancel all previous designations. Your beneficiary is subject to and bound by all the terms and conditions of the Custodial Agreement and Disclosure Statement. It is very important that you review Article VIII of the IRA Custodial Agreement, or Article X of the Education Savings Custodial Agreement, because if a beneficiary does not survive you or if there is no record of a designated beneficiary or if you divorce, the default beneficiary provisions of the Custodial Agreement and Disclosure Statement will govern. Also, if you name a trust, estate or minor child as a beneficiary, there are additional requirements or information that will be required in accordance with the Custodial Agreement and Disclosure Statement. In addition, if you are opening an Education Savings Account, please review the Custodial Agreement and Disclosure Statement to obtain more information on the authorities, duties and eligibility requirements of a Responsible Individual, Depositor, Designated Beneficiary and Successor Beneficiary.

#### **d. Trust & Other Fiduciary Accounts**

If this Agreement is entered into by you as Trustee or other fiduciary, you represent that investments for the Account are within the scope of the investments authorized by such Trustee or other fiduciary's power to delegate under the governing instruments and/or laws, and that you are duly authorized to enter into this Agreement. You also undertake to advise us of any event which might affect your power or authority as Trustee or other fiduciary or the property subject to this Agreement.

#### **e. DVP Accounts**

In consideration of WFA accepting a delivery versus payment ("DVP") account for you, and agreeing to act as broker for you in the purchase and sale of securities on a delivery versus payment/receipt versus payment ("DVP/RVP") basis, you agree to the following:

You will issue standing instructions to your agent/receiving bank(s) to receive from or deliver to us against payment, any security pursuant to the procedures established by this Agreement. Specific instructions for each transaction must be in the possession of the agent bank(s) by the close of business on the second day after the date of execution or as

otherwise stated by the NYSE and the FINRA Uniform Practice Code.

You and your agent agree to receive securities against payment in an amount equal to an execution confirmed to you, which may represent only part of a larger order executed.

You agree to instruct your agent(s) that, except for transactions that are to be settled outside the United States, the facilities of a securities depository will be used for the confirmation, acknowledgement and book-entry settlement of depository-eligible transactions covered by applicable marketplace rules. "Depository-eligible transactions" means transactions in securities that are eligible for deposit and book-entry transfer at a securities depository at the time of settlement of the transaction.

We will transmit to you a confirmation of each transaction after the transaction has been effected. In addition, we may, at your request, transmit pertinent trade information in a form agreed upon on the day following execution of each DVP/RVP transaction. At your request, we will simultaneously send a duplicate information copy of each confirmation to your agent bank. It is understood, however, that sending copies of confirmations to an agent bank constitutes an information service only, and does not relieve you of your obligations under this Agreement.

You agree to instruct your agent bank to receive or deliver the securities described on the confirmation, unless a discrepancy in the payment exceeds 2% of the money required for that delivery. You agree with us to resolve any such discrepancy directly, within a reasonable time after settlement.

You agree that you will have duly authorized all instructions you issue pursuant to this Agreement and that we shall incur no liability in acting upon such instructions given to us concerning your DVP account. You understand that WFA, in acting as broker for you, will be acting as your agent.

You are aware that if any good delivery to the designated bank is refused, we may be compelled to cancel or liquidate the transactions pursuant to provisions of Regulation T of the Board of Governors of the Federal Reserve System. You shall be liable and agree to promptly pay for any loss and costs resulting from such cancellation or liquidation.

You understand and agree that mutual fund and option trading is restricted in DVP accounts.

#### **f. Abandoned / Dormant Accounts**

We may impose fees on Accounts that are considered unclaimed, abandoned or dormant as permitted by applicable state law. Accounts presumed to be abandoned or unclaimed will be escheated or delivered to the state listed as your address of record for your Account in accordance with applicable law.

#### **18. Direct at Provider Accounts (529, 403(b), Individual 401(k) Plans); Accounts/Assets Not Held at WFA**

Certain types of accounts (which are not limited to but may include 529 Plans, 403(b)

or individual 401(k) retirement plan accounts) are not held at WFA (referred to here as "Direct at Provider Accounts"). These Direct at Provider Accounts are typically held instead at (i) the firm that manages the 529 Plan, or (ii) the mutual fund company or mutual fund company transfer agent that offers the fund or retirement plan account.

For these Direct at Provider Accounts that are not held at WFA, we may assign an internal WFA account number for our recordkeeping purposes. This account number is for our internal use and typically cannot be used for deposits or transactions. Funds given to WFA for investment in 529 Plans or Direct at Provider accounts must be made payable to the Provider. We cannot accept any funds made payable to WFA in relation to 529 Plans or Direct at Provider accounts. Any such funds we receive will be returned to you at your current address of record. You will be responsible for all costs and losses, if any, resulting from such actions including lost interest and costs of disbursement, which may include, without limit, reasonable attorney's fees. No Account statements, participant recordkeeping, accounting services, discrimination testing, tax reporting, or plan document amendment services will be provided to you by WFA for Direct at Provider Accounts.

529 Plans are neither insured nor guaranteed by the Plans' issuing state, state administrator, Plan Manager or WFA or any of its Affiliates.

We may assist you with the initial selection of a Direct at Provider Account and any initial investment selections that you make, and we may assist you with subsequent investment decisions. However, we cannot monitor any profits or losses or future investment selections because the Direct at Provider Account will not be held at WFA. You acknowledge and understand that you have an affirmative obligation to monitor your Direct at Provider Account and to determine the suitability of any future investment selections made without our assistance or knowledge.

If you change the account owner or the account address on the Direct at Provider Account that you establish with the Provider, or if the Direct at Provider Account is terminated, you must immediately notify us of the change or termination.

Further, certain types of assets such as insurance and annuity contracts and alternative investments (such as private funds, hedge funds and fund of funds) are not held by WFA and are held directly at the insurance carrier or the issuing company. You understand these types of assets may be reflected on a WFA Account statement as a courtesy service to you even though they are not held by WFA. You understand that we are not responsible for the custody or the valuation of these assets. You also understand that any information provided to you on your Account statements is for informational purposes only and may not reflect all of your holdings/policies. For annuities and insurance, the valuation may not reflect any applicable market value adjustments or insurance/annuity surrender penalties. All insurance/annuity policies and alternative investments are carried by the issuing entity or its agent, and may differ from

the registration of your WFA account.

## 19. ACCOUNT ACCESS & ELECTRONIC SERVICES

You can access your Account in various ways, including, but not limited to, telephoning us, visiting one of our branch offices, automated telephone, or online and wireless services. In the event you experience any problems in reaching WFA through any particular method, it is your responsibility to use alternate methods to communicate with us.

You agree to use our internet and automated telephone services and any additional electronic services we offer in the future (collectively, the "Electronic Services"), in accordance with the provisions detailed in this section and in accordance with the Wells Fargo Online Access Agreement. You are responsible for the confidentiality and use of your Account number and Personal Identification Number ("PIN") and are solely responsible for all orders entered through the Electronic Services using your Account number and PIN. You must notify us immediately through hard copy, electronic or verbal means if: (i) you place an order through the Electronic Services and you do not receive an order number, or you do not receive an accurate acknowledgement of the order or its execution; (ii) you receive acknowledgement for an order which you did not place, or any similar conflict; or (iii) you become aware of any unauthorized use of your Account number or PIN.

We may, in our sole discretion, place trading restrictions on your Account and we reserve the right, in our sole discretion, to review and reject, cancel or modify any order that you place through the Electronic Services for any reason and without prior notice to you, including orders for which you have received an order number. We may also reject any electronic order that we deem, in our sole discretion, to be disruptive to the securities markets, unacceptable in size, type or credit risk, or to exceed our authorized limits. Further, market orders cannot always be cancelled because they are subject to immediate execution, and your order may be executed before a request for cancellation is received.

We and our affiliates will not be liable for any consequential, incidental, special, or indirect damage (including lost profits, trading losses and damages) that result from inconvenience, delay or loss of use of the Electronic Services. We reserve the right to suspend or terminate access to any Electronic Service for any reason and without prior notice to you.

## 20. THIRD PARTY INFORMATION

By accessing third party Web sites and the information provided through links on our Electronic Services, you acknowledge and agree that the material available on these sites has been produced by independent providers that are not affiliated with us; and any opinions or recommendations expressed are solely those of the independent providers and are not the opinions or recommendations of WFA.

Information obtained by the independent providers (the "Information") is believed to be

reliable. However, we do not guarantee the timeliness, sequence, accuracy, adequacy, or completeness of such Information. WFA GIVES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THIS INFORMATION. Neither we, nor our Affiliates, nor any independent provider/transmitter of this Information shall be liable in any way and you agree to indemnify and hold all of us harmless for; (i) any inaccuracy, error, delay, interruption or omission of any Information or the delivery of Information; and (ii) any loss or damage arising from or occasioned by (a) such inaccuracy, error, delay, interruption or omission; (b) non-performance or (c) interruption due to any negligence on our part or on the part of any providers or transmitters of Information, or to any act of God or any other cause beyond our reasonable control.

## 21. MARKET QUOTES

We will make reasonable efforts to have accurate real time market quotes and information available during market hours. However, you understand that we cannot and do not guarantee the accuracy or availability of such market quotes and information. Accordingly, you agree that our sole liability for claims arising out of the interruption, accuracy or delay market quotes and information shall be to use our best efforts to resume the quote service as promptly as reasonable practicable.

## 22. RESEARCH

We may make available information about securities and investment strategies, including research reports, market commentaries and other information ("Research Reports") that we or our Affiliates prepare, as well as materials prepared by third parties. By accessing these Research Reports, you acknowledge and agree that these materials are not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives, and the securities and other investment strategies discussed in such Research Reports may not be suitable for you as such Research Reports do not take into account the particular investment objectives, financial situation or needs of individual clients. You will not consider the availability of such Research Reports as a recommendation to you of any particular security or investment strategy. Under no circumstances should any information contained in the Research Reports be construed as an offer to sell or the solicitation of an offer to purchase any security. The Research Reports have been prepared as of the date indicated and should only be considered current as of the initial publication date. They may become unreliable for various reasons including, but not limited to, changes in market or economic conditions.

**THE RESEARCH REPORTS ARE OBTAINED FROM SOURCES DEEMED TO BE RELIABLE. HOWEVER, WFA AND OUR AFFILIATES DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR THE CORRECT SEQUENCING OF THE RESEARCH REPORTS AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH REGARD TO THE RESULTS TO BE OBTAINED FROM THEIR**

**USE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE.**

Neither we nor our Affiliates shall be obligated to update information or opinions regarding any company or security. The Research Reports are not intended to provide tax, legal or investment advice. We and our Affiliates shall not be liable for any consequential, incidental, special, or indirect damage (including, but not limited to, lost profits, trading losses and damages) that may result from use of the Research Reports or for omissions or inaccuracies of the information contained in them. You are strictly prohibited from reproducing, redistributing or retransmitting any information contained in the Research Reports. You will not contact any analyst who authors or is named on any Research Report or any representative of any third party provider.

## 23. ELECTRONIC FUNDS, AUTOMATED DEPOSITS, PAYMENTS & TRANSFERS

### a. General

You may arrange for direct deposits to be made to, automated payments to be made from, and funds to be transferred between, your Accounts with us. We use the terms "automated credits" or "direct deposits" to indicate deposits made directly to your Account by electronic means; the terms "automated debits" or "automated payments" to indicate payments authorized in writing to be made from your Account by electronic means; and the term "telephone transfer" to indicate movement of funds between your authorized Accounts by use of a touch-tone telephone and personalized access codes.

Your acceptance of direct deposits, authorization of automated payments, or telephone transfers to or from your Account, is your agreement to the terms and conditions of this Agreement.

Any electronic fund transfer ("Transfer") that you make in connection with your Account, including, but without limitation, automatic deposits and payments, but excluding transactions with a bank card, will be governed by the following terms and conditions. These terms and conditions also serve as the disclosure required by the Electronic Fund Transfer Act and Regulation E in connection with Transfers.

### b. Your Liability for Unauthorized Transfers

You could lose the entire value, including your available margin, of your Account through any unauthorized Transfer. Therefore, you should notify us at once if you believe a Transfer has occurred in your account without your permission. Notifying us as soon as possible by telephone could minimize your possible losses. If you notify us within two (2) Business Days after you learn of the unauthorized Transfer, you can lose the lesser of \$50.00 or the amount of the unauthorized Transfers. If you do not notify us within two (2) Business Days after you learn of the unauthorized Transfer, and we can prove that we could have stopped someone from making the unauthorized

Transfer if you had notified us, then you can lose the lesser of \$500.00 or the sum of (i) \$50 or the amount of the unauthorized Transfers that occur within the two (2) Business Days; and (ii) the amount of unauthorized Transfers that occur after the close of two (2) Business Days and before notice to us, provided we establish that these unauthorized Transfers would not have occurred had you notified us within that two (2) day period. Should your Account statement show any Transfer that you did not authorize, please notify us at once. If you do not notify us within sixty (60) days after the Account statement was mailed, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped the unauthorized Transfer if you had notified us in time. If a good reason (such as a long trip or hospital stay) keeps you from notifying us, the time periods above may be extended. If your Account is a "Commercial Account" (which is defined in this Agreement as an account for a Corporation, Non-Profit Organization, Non- Corporate Organizations, Partnerships, Estates, Pension and Profit Sharing Plans [not including IRAs and Employee Stock Ownership Plans] and other Trusts), you are liable for all unauthorized Transfers up to the time at which you notify us.

#### **c. Telephone Number for Notification in the Event of Unauthorized Transfers**

If you believe that an unauthorized Transfer has occurred in your Account, call us at the number listed on your Account statement or notify FCC at the following telephone number: 1-800-359-9297 or write to us at the address listed on your Account statement.

#### **d. Types of Electronic Funds Transfers Available**

Depending on the type of Account you have, you may be able to: (i) arrange with another party, such as your employer or a government agency, to electronically Transfer deposits directly to your authorized Account on a regular basis; (ii) authorize another party, such as an insurance company or mortgage company, to have payments transferred from your Account and sent directly to them on a regular basis; or (iii) direct funds to be transferred from one of your authorized accounts to another by use of a touch-tone telephone and personalized access codes (where available). If a regular payment will vary in amount, the payee needs to tell you how much the payment will be at least ten (10) days prior to when it is due.

In addition to the types of transfers listed above, we periodically introduce new methods by which you may make funds transfers, such as by personal computer and or wireless devices. At present, there is no minimum amount required for automatic debits. The availability of automatic debits to your Account will be limited to free credit and money market balances less funds needed to pay for any open orders and any uncleared deposits. Any loan value available to you on marginable securities, if your Account is a margin account, may not be available for the purpose of making automated transfers.

#### **e. Fees**

There are currently no fees charged by us for automated transfers. However, WFA reserves the right to charge such fees upon notice to you.

#### **f. Documentation of Transfers**

If you arrange to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at the number listed on your Account statement to verify such deposits. In addition, you will receive a periodic account statement that will show all activity in your Account, including any Transfer.

#### **g. Stop Payment Procedures & Liability**

If you have instructed us to make regular payments out of your Account ("Preauthorized Transfers"), you can stop such payments by calling us at the telephone numbers shown in this section at least three (3) Business Days before the payment is scheduled to be made.

When you call, please: (i) state your name and account number; (ii) the exact name of the payee, (iii) the exact payment amount, and (iv) the scheduled transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the Preauthorized Transfer. You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying a Preauthorized Transfer, if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of our not paying a Preauthorized Transfer for which a valid stop payment order is in effect). If you instruct us to stop a Preauthorized Transfer at least three (3) Business Days before the Transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

These stop payment procedures apply to Commercial Accounts (as defined in Section 23(b) above) as well. However, in no event will we guarantee the effectuation of, or be liable for, any stop payment request from a Commercial Account. You agree (if a Commercial Account) to hold us harmless for the amount(s) of any stop payment order(s) entered by you or on your behalf, and for all costs and expenses (including attorney fees) incurred by reason of the refusal to honor said payment(s), and you further agree that if, contrary to such stop payment order(s), payment is nevertheless inadvertently made through accident or oversight, we shall not be liable. This provision shall survive the termination of your Account.

Please note that stop payment orders will not appear on your Account statement.

#### **h. Error Resolution Procedures**

In case of errors or questions about your transfers, please telephone us at the telephone numbers listed in Section 23(c) above as soon as you can if you think your Account statement is wrong, or if you need more information about a Transfer listed on the Account statement. We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appears.

When you call, please: (i) state your name and Account number; (ii) describe the error or Transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information; and (iii) state the dollar amount of the suspected error. We will tell you the results of our investigation within ten (10) Business Days (twenty (20) for transfers to or from the Account within 30 days after the first deposit to the Account) after we hear from you and

correct any error(s) promptly. If we need more time, however, we may take up to forty-five (45) Business Days (ninety (90) for transfers to or from the Account within 30 days after the first deposit to the Account) to investigate your question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) for transfers to or from the Account within 30 days after the first deposit to the Account) for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. If we determine there was no error, we will send you a written explanation within three (3) business days after we complete the investigation. You may ask for copies of the documents that we used in our investigation. For any Transfer occurring outside the United States, within ten (10) business days after we receive notice of an alleged error we will either resolve the claim or provisionally credit your Account while continuing to investigate the claim. If we need more time, however, we may take up to ninety (90) days to investigate the matter.

#### **i. Additional provisions for Commercial Accounts**

The provisions in this Section 23(i) apply only to transfers to or from Commercial Accounts. You agree that the password security described in Section 19 of this Agreement and the Wells Fargo Online Access Agreement security procedures for electronic fund transfers are commercially reasonable. For payment requests from Commercial Accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

### **24. WIRE & AUTOMATED CLEARINGHOUSE TRANSFERS**

#### **a. Governing Rules**

You may be a party to an Automated Clearing House ("ACH") entry or a wire transfer that may be credited or debited against your Account. You agree that all wire transfers you initiate will be subject to the terms and conditions of our wire transfer agreement then in effect with respect to the type of transfer initiated. With respect to ACH transactions which you have authorized, you agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules and any local ACH operating rules then in effect. With respect to other electronic funds transfers, you agree to be bound by any rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J with regard to Fedwire and the Clearing House Interbank Payments System ("CHIPS") operating rules with regard to CHIPS.

#### **b. Notice**

You will be notified of the receipt of any ACH entry or wire transfer in your Account statement, but next-day or other notice will

not be provided. If you believe a transfer has not been properly credited to you, you agree to promptly notify us immediately at the number listed on your Account statement.

#### **c. Final Payment**

Any credit resulting from an ACH credit or other wire transfer is provisional until we receive final payment. We reserve the right to delay or prevent withdrawal of funds pending verification of final payment. If final payment is not received, or if your Account was credited by mistake, you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. In the event that the payment does not become final, the originator will not be deemed to have paid you the amount of the credit.

#### **d. Compensation**

If you are entitled to compensation for any delay or improper completion of an ACH or wire transfer as a result of an error by us, our liability will be limited to the payment of interest for a period not exceeding the lesser of sixty (60) days or the period between the date of the error and the date of the correction. Any such compensation will be paid at our discretion by either (1) adjusting your Account balance to reflect the average balances you would have had but for the error, or (2) direct payment of cash in an amount equal to interest at the average applicable federal funds rate for that period.

#### **e. Account Numbers**

You agree that payment for ACH or wire credit transfers may be made solely by reference to the account number of the recipient. We are not obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information.

### **25. ADDITIONAL TERMS & CONDITIONS FOR NON-RESIDENTS OF THE UNITED STATES**

#### **a. Collection, Use & Transfer of Personal Information**

If you reside outside the United States, to the extent there is any conflict between this section and the Wells Fargo Privacy Policy, the provisions of this section shall control.

We collect personal information about you ("Personal Information") primarily to provide the requested services and to comply with legal and regulatory obligations including, but not limited to, applicable anti-money laundering requirements, customer due diligence, Office of Foreign Asset Control (OFAC) restrictions, other similar laws and regulations, and to fulfill other obligations that relate to United States and foreign laws, regulations and ordinances applicable to financial institutions. Additionally, we may use your Personal Information in order to assist us in identifying and providing financial products and services that are suitable for you.

We will endeavor not to use Personal Information for any purpose incompatible with the purposes listed above unless it is required or authorized by you, or it is in your own vital interest, or is necessary to comply with a legal or regulatory obligation. Reasonable efforts are made by us to avoid the retention of unnecessary or duplicative information.

Personal Information about you will be accessible by WFA employees, contractors and agents who are located worldwide, including in countries that may not require the same level of data protection as in the country in which you reside. By providing us with your Personal Information and by executing the Agreement, you are consenting to our use of it in accordance with this Agreement and the Wells Fargo Privacy Policy, including the transfer of your Personal Information across international boundaries to jurisdictions anywhere in the world as permitted by local law.

Requests to correct or access any Personal Information must be submitted in writing to the address listed in the Communications, Recording & Monitoring, Statements & Confirmations section. After we have verified your identity, we will endeavor to correct or to provide you with the Personal Information as you have requested within a reasonable time and, where permitted by law, we may charge an appropriate fee to cover the costs of responding to the request.

Where you have requested a correction or change to any of your Personal Information, we will endeavor make your correction or change, but reserve the right to refuse a change to the extent necessary to achieve any required purposes of its use. If we refuse to provide the Personal Information held or to make the correction requested, at your request we will provide you with the reasons for declining the request.

#### **b. Additional Client Disclosure & Understanding for Non-Residents of the United States**

This section applies to non United States residents and non United States domiciled entities who maintain accounts with WFA. Your Account is based in the United States, and not in your country of residence. WFA accounts, products and services may not have been registered, reviewed or approved by any governmental, banking or securities regulator in your country of residence or domicile: and because of this, by establishing an account with WFA and purchasing financial products or services through WFA you will not be afforded certain rights or protections that may otherwise be available to you under the securities, banking or other financial services laws or regulations of your country of residence.

Not all of our accounts, products, services or investments are available to residents of all countries, and WFA in its discretion may refuse to offer certain products, services or investments to you based on your country of residence.

Many countries have various laws, rules and regulations that may apply to your opening and maintaining accounts, products or services outside your country of residence or domicile, including certain asset transfer and transaction reporting and filing requirements and laws; rules and regulations regarding the filing of tax information and payment of taxes, and other foreign exchange or capital controls. You are responsible for knowledge of and adherence to any such laws, rules and regulations, and specifically it shall be your sole responsibility to adhere to and comply with any reporting or filing requirements in your country or domicile of residence that might apply as a result of your maintaining an

Account with WFA in the United States or the transfer of any assets to or from your Account; and the proper and timely filing and payment of all taxes in your country of residence. With respect to the foregoing, by executing this Agreement and establishing your Account you are affirmatively representing they have complied with all foreign exchange or capital control obligations that may apply to you (if any), and that where applicable you have received any authorization needed to establish your Account or for any transfer of assets to your Account. Further, at all times while you maintain an Account with WFA you represent that you will continue to comply with any and all such laws, rules, regulations and reporting or filing requirements as required by your country of citizenship, residence or domicile.

With respect to the preceding acknowledgements and representations, you agree that you shall indemnify and hold harmless WFA and any of our affiliates, directors, officers, representatives, employees or agents against any complaint, claim, loss, damages or other injury or expense that may arise in connection with in or with respect of any claim or action that is a result of or relates to your failure to adhere to or comply with any law, regulation or requirement of your country of citizenship, residence or domicile as contemplated in this section of the Agreement.

For individuals, in the event that you die while residing outside of the United States, we may require the executor or representative or your estate to provide a legal opinion or to file an ancillary proceeding to confirm their appointment as the executor or representative of your estate; to ratify any order, judgment or decree issued by a foreign court; or to otherwise resolve any dispute relating to your account. Additionally, in accordance with U.S. Internal Revenue Service guidelines, WFA may require them to obtain transfer certificates from the U.S. Internal Revenue Service before releasing any of the assets in your account to your estate. Where a legal opinion, an ancillary proceeding or transfer certificates are required by WFA, all costs associated with obtaining any or all of those, including attorney's fees, shall be paid by your estate or your heirs, and not by WFA.

### **26. EXTRAORDINARY EVENTS**

We and our Affiliates shall not be liable for any loss caused directly or indirectly by acts of God, government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes or other labor problems, failure of the mails or telephones or other communication lines/systems or other interconnect problems (such as not being able to connect to your ISP), failure of electronic or mechanical equipment, or unauthorized Account access or theft, or any other conditions beyond our control.

### **27. ASSIGNMENT**

We may assign the rights and duties under this Agreement to any of our subsidiaries or Affiliates without giving you notice, or to any other entity upon written notice to you. If you have an Advisory Program Account, neither party may assign this Agreement without the prior consent of the other.

Any rights either we or FCC have under this Agreement may be exercised by either of us or may be assigned to the other, including, but not limited to, the right to collect any debit balance or other obligations owing in your Account and that we or FCC may collect from you or enforce any other rights under this Agreement independently or jointly.

## **28. WAIVER**

Unless specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by us.

Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise.

## **29. SEVERABILITY**

If any condition or provision of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self- regulatory agency or body, such invalidity or unenforceability shall affect only to such condition or provision. The validity of the remaining provisions and conditions shall not be affected and this Agreement shall be carried out as though such invalid or unenforceable condition or provision were not contained herein.

## **30. MODIFICATION OF AGREEMENT**

We may unilaterally change the terms and conditions of this Agreement at any time upon providing notice to you.

## **31. HEADINGS**

All headings in this Agreement and other Account documents are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such document.

## **32. SURVIVABILITY**

The provisions of this Agreement governing arbitration, choice of law, liability, indemnification and confidentiality will survive the termination of this Agreement.

## **33. TERMINATION**

You may close your Account at any time by providing written notice to us. This Agreement shall remain in effect with respect to the Account you are closing until we receive your written notice of termination and we acknowledge the cancellation of your Account in writing, after which time you will not be bound for additional transactions made for the Account. However, you will remain responsible for all prior transactions and for all transaction costs, including commissions and related costs. We have the right to close your Account at any time without prior notice to you.

## **34. GOVERNING LAW & LANGUAGE**

This Agreement shall be deemed to have

been made in the State of New York and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York without regard to choice of law provisions.

This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York without regard to choice of law provisions.

English is the controlling language of the relationship between you and WFA. We may translate certain forms, disclosures and advertisements into another language for your convenience. However, if there is a discrepancy between WFA's English language materials and the materials in another language, the English language version is controlling.

We may at our discretion refuse to accept any document, written instruction or request letter in any language other than English, or may require you to provide a certified translation of such document and, in addition, may require the document and its translation to be apostilled or legalized. You shall bear all costs associated with obtaining any translation, certification, legalization or apostille.

## **II. CREDIT TERMS AND CONDITIONS**

If we extend credit to you in connection with any securities transaction, we are required to furnish you specified information describing the terms, conditions, and methods whereby interest charges are made to your Accounts.

### **1. CASH ACCOUNTS**

Cash Accounts may be subject, at our discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, from failure to timely deliver securities sold, from proceeds of sales paid prior to settlement date, or for other charges which may be made to your Account. The interest charged shall be determined by the rate applied on margin accounts as set forth herein.

### **2. MARGIN ACCOUNTS**

Purchases of securities on credit, commonly known as margin purchases, enable you to increase the buying power of your equity and thus increase the potential for profit or loss. A portion of the purchase price is deposited when buying securities on margin, and we extend credit for the remainder. The amount borrowed will appear as a debit balance on your monthly statement. You will be charged interest on the amount borrowed at varying rates as described in this section. We charge interest on the debit balance and require you to maintain securities, cash, or other property to secure repayment of funds advanced and interest due. You understand that WFA reserves the right to not extend margin privileges, even if margin privileges have previously been extended to you, for any reason without prior notice to you.

Margin trading is not for everyone. Margin clients should be certain they understand the

operation of a margin account under various market conditions and should examine their investment objectives, financial resources and risk tolerance to determine whether margin trading is appropriate. You understand that the increased leverage which margin provides may heighten both risks and rewards. By entering into this Agreement, you acknowledge receipt of the Margin Risk Disclosure Statement which contains more information about the risks associated with margin trading.

Interest will be charged for any credit extended to you for the purpose of buying, trading, or carrying any securities, for any cash withdrawals made against the collateral of securities, or for any other extension of credit. When funds are paid in advance of settlement on the sale of securities, interest will be charged on such amount from date of payment until settlement date. In the event that any other charge is made to the account for any reason, interest may be charged on the resulting debit balances. Only certain securities, as defined by us or the Federal Reserve Board, may be purchased on margin or used as collateral in your Account. Whether a purchase may be made on margin, how much of the purchase price must be available in your Account at the time you place the order, and your margin maintenance requirements, are determined by us, the Federal Reserve Board, or by applicable exchange rules. For our own protection, we reserve the right, at any time and without prior notice to you to impose stricter requirements than those imposed by the Federal Reserve Board or applicable exchange rules. You will maintain such required margin in your Account and understand that any debit balances in such Account will be charged interest. We may apply any or all payments received for your Account including interest, dividends, premiums, principal or other payments to any debit balances in such Account.

We require that you have at least \$2,000 in equity in your Account, or such higher amount as required by us or applicable rules and regulations, before we will extend credit to you. Generally, we can lend you no more than 50% of the purchase price of the security you are buying on margin.

It is our general policy to require margin Account holders to maintain in their accounts equity of the greater of 30% of the current market value or a minimum per share value for common stock. These minimums may fluctuate according to market conditions as well as size, volatility, and creditworthiness of specific securities held in the account. We apply other standards for other types of securities. Also, certain securities may be ineligible for margin credit from time to time. For information with respect to general margin maintenance policy for municipal bonds, corporate bonds, United States Treasury notes and bonds, and other securities, as well as information about the eligibility of particular securities for margin credit, please contact us at the number listed on your Account statement.

Notwithstanding any of the above general policies, we reserve the right, at our discretion, to require the deposit of additional collateral and to set required margin at a higher or lower amount with respect to particular accounts or classes of accounts as

we deem necessary. In making these determinations, we may take into consideration various factors including the size of the account, liquidity of a position, price volatility of a security, concentration of securities in an account, or a decline in creditworthiness. If you fail to meet a margin call in a timely manner, some or all of your positions may be liquidated.

You are not entitled to prior notice, by way of margin call or otherwise, before we sell (or buy in for short positions) any securities in your Account when your Account falls below our margin maintenance requirements or under any other circumstances in which we may sell securities in your Account or cancel open orders. In addition, even if we have contacted you and provided a date by which you must deposit additional funds into your Account, we may still, at our sole discretion, sell (or buy in for short positions) any securities in your Account or cancel any open orders without additional notice. Under any circumstances in which we may sell securities in your Account, you are not entitled to choose which securities are sold.

### 3. INTEREST RATES

An annual rate of interest will be charged to the daily- adjusted debit balance in your Account. Your annual rate will vary depending on the size of your daily-adjusted debit balance. The daily- adjusted debit balance is the net total of the settled balances in your cash and margin accounts, first reduced by any available free credit balances in your cash account.

The annual rate of interest charged on net debit balances is computed using a selected rate above, at, or below our base rate ("Base Rate"). The Base Rate is set at our discretion with reference to commercially recognized interest rates, industry conditions relating to the extension of margin credit and general credit market conditions. Rates and methods of calculations may be changed from time to time in our sole discretion without prior notice to you. If there is a change in the interest rate due to a change in the cost of money during any interest period, separate charges will be shown for each period under each different rate.

*The current table\* of interest rates (as of 01/17/2011) is:*

| Margin Debit Balance      | Rate of Interest   |
|---------------------------|--------------------|
| \$0 to \$24,999.99        | Base Rate + 3.625% |
| \$25,000 to \$49,999.99   | Base Rate + 2.500% |
| \$50,000 to \$99,999.99   | Base Rate + 2.375% |
| \$100,000 to \$249,999.99 | Base Rate + 0.750% |
| \$250,000 to \$499,999.99 | Base Rate + 0.625% |
| \$500,000 to \$999,999.99 | Base Rate + 0.500% |

|                                    |                    |
|------------------------------------|--------------------|
| \$1,000,000 to \$4,999,999.99      | Base Rate          |
| \$5,000,000 to \$9,999,999.99      | Base Rate - 0.500% |
| \$10,000,000 and above             | Base Rate - 0.750% |
| <b>Unpaid Cash Account Balance</b> | Base Rate + 3.625% |

*\* The Base Rate, rates of interest and margin debit balance tiers may be changed at our sole discretion without prior notice. For the current table of interest, please contact us at 1.800.TRADERS (1-800-872-3377).*

### 4. DEFAULT RATE OF INTEREST

If you are in default and until such time as the default is cured, and in substitution for any other rate of interest specified in this Agreement, interest may be charged at the rate of 24% per annum (or the maximum rate permitted by applicable law) on the debit balance of all margin accounts which you maintain with us.

### 5. METHOD OF INTEREST COMPUTATION

Interest is computed daily on the basis of a 360-day year using the following formula:

| Adjusted Debit Balance | Interest Rate | Number of Days |
|------------------------|---------------|----------------|
| 1                      | 100           | 360            |

At the close of each monthly interest period during which credit was extended to you, the interest charge is computed by multiplying the daily- adjusted debit balance by the applicable interest rate and by the number of days during which a debit balance was outstanding and then dividing by 360. Should the applicable rate change during the interest period, separate computations will be made with respect to each rate of charge for the appropriate number of days at each rate during the interest period. Interest charged is calculated on a settlement date basis. A divisor of 360 days is used in determining the interest charged.

If not paid, the interest charge for credit extended to your Account at the close of the interest period is added to the opening debit balance for the next interest period. With the exception of credit balances resulting from short sales, all other credit and debit balances will be combined daily and interest will be charged on the resulting average daily net debit balances for the interest period. If there is a debit in your cash account and you hold a margin account, interest will be calculated on the combined debit balance and charged to the margin account. Any credit balance as the result of any short positions will be disregarded because such credit collateralizes the stock borrowed for delivery against the short sale. Such credit is disregarded even if you should be long the same position in your margin account, i.e., short against the box. If the security which you sold short (or sold against the box) appreciates in market price over the selling price, interest will be charged on the appreciation in value. If the security which you sold short depreciates in market price, the interest charged will be reduced since the average debit balance will decline. This practice is commonly known as

"marking-to-the-market." Daily, a closing price is used to determine any appreciation or depreciation of the security sold short. If your Account is short shares of stock on the record date of a dividend or other distribution, however such a short position occurs, on the following Business Day your Account will be charged the amount of the dividend or other distribution.

The net debit balance in an account may be paid in full at any time to avoid further interest charges.

### 6. STATEMENT OF INTEREST CHARGED

You will receive with your regular statement a Statement of Interest Charged. This statement will show the interest period. Your statement will show each transaction on the date of trade; however, interest as shown on the Statement of Interest Charged is calculated on a settlement date basis. In order to check the calculation of interest charged to your Account, it may be necessary to refer to both your prior and current statements.

The Statement of Interest Charged will show:

- (i) the current selected rate used in the calculation and any changes in such rate during the interest period;
- (ii) the daily net balance of all transactions;
- (iii) any free credit (vii) the amount of interest; and (viii) the total balance in your cash account (which reduces the daily net debit balance);
- (iv) any mark-to-the-market as a result of a short position;
- (v) the number of days your Account had a debit balance;
- (vi) the adjusted daily debit balance on which interest is charged;
- (vii) the interest charge for the period.

### 7. COLLATERAL, LIEN & LIQUIDATION

We may require you to deposit additional collateral and/or we may liquidate positions in any Account carried by us in which you have an interest for any reason, including the following:

- (i) if your Account, at any time, falls below our margin maintenance requirements;
- (ii) if you fail to meet any call for additional collateral;
- (iii) if you indicate to us that you do not intend to meet a call for additional collateral;
- (iv) if you file a petition in bankruptcy or if such a petition is filed against you;
- (v) if you seek or acquiesce to the appointment of a receiver;
- (vi) if an attachment is levied against your Account or any Accounts in which you have an interest;
- (vii) if you die; or (viii) any other circumstance which in our opinion warrants such action, including, but not limited to, changes in the price, trading volume, marginability, or negotiability of your Securities and/or Other Property. In any such event, we may sell any and all Securities and/or Other Property in any Account(s) carried by us in which you have an interest, whether individually or jointly with others, buy any and all Securities and/or Other Property which may be short in such Account(s), or cancel any open orders and close any or all outstanding orders or commitments. We may take any of these actions without demand (whether by margin call or otherwise) for funds or additional funds, notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by you. Even if we have contacted you by way of margin call or otherwise and provided a specified date by which you must deposit additional funds into your Account, we may, in our sole discretion,

sell (or buy in for short positions) any securities in your Account or cancel any open orders, without prior notice to you. When we sell securities in your Account under any circumstances, we may select the securities and you may not choose which securities are sold. You are not entitled to an extension of time in order to meet margin requirements.

We retain a security interest in all Securities and/or Other Property held in any Account carried by us in which you have an interest so long as any credit extended remains outstanding. You will not cause or allow any of the collateral held in your Account to become subject to any liens, security interests, mortgages or encumbrances of any nature other than our security interest.

All Securities and/or Other Property deposited for the protection of your collateral and/or margin account may be deposited with The Depository Trust Company or any other recognized clearing corporation or depository trust company, and may be held in street name and used there by us until you demand and become entitled to delivery thereof. We shall have a reasonable time after such demand for delivery to ship securities, other property or collateral from New York or from any other place where they may be to the place where the same are to be delivered to you. We shall only be required to deliver Securities and/or Other Property of the same kind and character as originally deposited.

Any prior demand, notice or advertisement shall not be deemed a waiver of our right to take these actions without demand, notice or advertisement. Any such sales or purchases may be made at our sole discretion on any exchange or other market where such business is usually conducted or a public auction or private sale, and we may be the purchaser or the sellers for our own account.

## **8. LOAN OR PLEDGE OF SECURITIES**

We may borrow money to lend to margin clients, including you, and may pledge Securities and/or Other Property as collateral for such loans. You authorize us to lend either to ourselves or to others any Securities and/or Other Property, together with all attendant rights of ownership, held by us in your margin account. We may receive compensation in connection with the lending of customer securities. All of your Securities and/or Other Property may be pledged and repledged and hypothecated and rehypothecated by us from time to time without notifying you, either separately or together with other Securities and/or Other Property of other customers for any amount due to us in any Account in which you have an interest. We may do so without retaining in our possession or under our control for delivery a like amount of similar Securities and/or Other Property. In connection with such loans, and in connection with securities loans made to you to facilitate short sales, we are authorized to receive and retain certain benefits (including interest on your collateral posted for such loans), to which you will not be entitled. In certain circumstances, such loans may limit, in whole or in part, your ability to exercise voting rights of the securities lent. In connection with such loans, you may receive substitute payment or payment in lieu of a dividend, instead of a qualifying dividend, and may, therefore, be subject to a higher tax rate on this payment.

This payment would be reported to you on an IRS Form 1099-MISC, instead of an IRS Form-DIV. If any of your non-fully paid for, margined securities have been loaned to others in accordance with the paragraph above, as of record date, you may not be entitled to vote all of those non-fully paid for shares in all proxy matters. We will determine the eligibility of those shares for proxy matters based upon an impartial lottery system, which is described in this Agreement.

## **9. COMPOUND INTEREST**

The interest charges imposed on your Account at the close of one charge period will be compounded, that is, added to the opening balance for the next charge period unless paid, thereby becoming part of the principal amount and bearing like interest.

## **10. SHORT SALES**

Short sales may only be made in margin accounts and are subject to the initial margin and margin maintenance requirements set forth above. You must designate any short sale as such at the time you place such an order. In order to facilitate a short sale, the security that you are selling short must be able to be borrowed to cover the delivery to the purchaser(s). If the stock is recalled by the lender(s) of the securities, we will attempt to re-borrow the securities.

When placing an order to sell short, you will designate it as such and authorize us to mark such order as "short." When placing an order to "sell short against the box," you will borrow the necessary stock to make delivery on the settlement date and the stock in your Account will be unavailable so long as such a short position remains open.

Short securities will be "*marked to the market*" periodically. If a security which you sold short (or "*short against the box*") appreciates in market value over the selling price, your margin account will be debited, and if the security depreciates in value your margin account will receive a credit.

If we are unable to re-borrow the securities, we may cover your short position by purchasing the securities on the open market at the then current market price without notice to you. If a short position is closed out, you will be liable for any resulting losses and all associated costs incurred by us.

You understand it is against industry rules to participate in a secondary offering in order to cover a short-position in that security and you agree to notify us in writing if you have a short-position in such security, to assist us in restricting such activity.

## **11. RESTRICTED SECURITIES**

You will not buy, sell, or margin (borrow against) any securities of a corporation of which you are a director, executive officer, or 10% stockholder, or are otherwise classified as a control person or insider, or sell any securities that are subject to any restrictions on resale (whether by law, contract or legend on the security) or are not traded on or through a national securities exchange, automated quotation system, or other nationally recognized published interdealer quotation system, unless such purchase, sale, or loan has been disclosed in writing

and agreed to by us.

# COMMAND ASSET PROGRAM/ COMMAND ASSET PROGRAM FOR BUSINESS

## 1. Introduction

The Command Asset Program and the Command Asset Program for Business ("Command Asset Program") are an integrated group of financial services consisting of your Wells Fargo Advisors, LLC or Wells Fargo Advisors Financial Network, LLC (hereinafter "WFA," "we," "us" or "our") brokerage account (the "Brokerage Account"), check writing features, a Visa® debit card ("Debit Card") issued by Wells Fargo Bank, N.A. (the "Bank") and an associated non-interest-earning Command bank deposit account at the Bank ("Bank Account").

This Command Asset Program Agreement ("Command Agreement") contains important terms and conditions that apply to your Command Asset Program. If you are issued a Debit Card, you will also receive a Debit Card Agreement and Disclosure. If any provision of this Command Agreement conflicts or is inconsistent with any provision of the General Account Agreement for your Brokerage Account, the provisions of this Command Agreement shall control with respect to matters or services related to the Command Asset Program. However, if any provision of this Command Agreement or the General Brokerage Account Agreement conflicts or is inconsistent with any provision of the Debit Card Agreement and Disclosure, the provisions of the Debit Card Agreement and Disclosure shall control with respect to the Debit Card.

The Command Asset Program may be terminated by either you or us independently of the General Brokerage Account Agreement and the Bank can terminate the Bank Account at any time. If either the Command Asset Program or Bank Account is terminated, the Brokerage Account will revert to a standard brokerage account.

## 2. Command Checking Services and Visa Debit Card

As part of your Command Asset Program, you have check writing privileges that allow you and other authorized signers to write Command Checks against your Brokerage Account. As used in the Command Asset Program, the term "Command Check" means a payable through draft that is similar in appearance and function to a traditional check, but is written against and processed from your Brokerage Account. You may also apply for a Visa Debit Card issued by the Bank and linked to your Brokerage Account as part of your Command Asset Program. See the Debit Card Agreement and Disclosure for additional terms, conditions and information regarding Debit Card transactions. By activating the check writing or Debit Card features, you confirm your acceptance of the terms and conditions set forth in this Command Agreement and, when applicable, the Debit Card Agreement and Disclosure.

### a. Debit Card Activation

You cannot use the Debit Card until you have activated it by calling the toll free activation number provided to you. If you do not want to use the Debit Card, destroy it by cutting it in half immediately. The Bank reserves the right not to issue a Debit Card and may terminate these privileges with or without cause or notice unless otherwise required by law.

### b. Authorized Signers and Debit Cardholders; Change of Status of Debit Cardholders

We may honor Command Checks drawn by authorized signer(s) and/or transactions initiated by additional Debit Cardholders, subject to this Command Agreement. You will be responsible for all Command Check transactions made by any authorized person and for all Debit Card transactions made by any person you have permitted to use your Debit Card, Debit Card number or personal identification number ("PIN"), even if the actual use exceeds your authorization or permission.

We may treat any signature on a Command Check as the signature of the indicated person when in our discretion the signature for the Brokerage Account resembles the signature of the indicated person on the check, regardless of the means by which the actual or purported signature may have been affixed on the Command Check. We may not pay and may return any Command Check when in our discretion the signature for the Brokerage Account does not resemble the signature of the indicated person on the Command Check, or a required signer's signature does not appear on the Command Check.

You agree to notify us immediately regarding the change in status (such as the divorce, death or court-declared incompetency) of any person(s) with Command Check signatory authority or Debit Card cardholder(s) on your Brokerage Account. We may continue to honor Command Checks, Debit Card transactions and other instructions by authorized signers and/or cardholders on your Brokerage Account until you provide us written notice to the contrary and we have had a reasonable opportunity to act on such notice.

### c. Currency Conversion

Debit Card transactions incurred in a foreign currency will be converted by Visa into a U.S. dollar amount in accordance with Visa's currency conversion procedures in effect at the time of the processing of the transaction. Currently, the currency conversion rate used is either a wholesale currency market rate in effect for the applicable central processing date, or a government-mandated rate in effect for the applicable central processing date plus the international purchase transaction fee. The conversion rate on the processing day may vary from that in effect when the transaction occurred.

### d. Authorized Limits; Debits to Brokerage Accounts; Overdrafts

Your Brokerage Account is subject to an authorized limit on your use of the Command Check writing and Debit Card features. Your authorized limit ("Authorized Limit") equals the total of the free credit balances, any money market funds or Cash Sweep Vehicle, and available margin (if applicable) in your Brokerage Account.

Your Authorized Limit is adjusted when the Bank is presented with a Command Check or notified that the Debit Card has been used, not when the Command Check or Debit Card transactions are settled. We reserve the right at our sole discretion and without notice to you to change the manner in which the Authorized Limit is calculated.

Your Authorized Limit may be re-calculated throughout the day, and can vary due to factors such as debits or credits of cash or cash instruments to your Brokerage Account and the time required to transmit and confirm data between financial institutions.

You agree to have sufficient funds in the Brokerage Account on the day notification of presentment for payment of a Command Check from the Bank is received, as well as when you use your Debit Card. Debits to your Brokerage Account generally will be satisfied at any time during the day at our sole discretion in the following order of priority: (i) securities transactions, including margin maintenance calls and Brokerage Account fees; (ii) Debit Card transactions; (iii) other electronic funds transfers; and (iv) Command Check transactions. However, you authorize us to debit your Brokerage Account for these transactions in any order convenient to us at our sole discretion.

We may put a hold on funds in your Brokerage Account or otherwise restrict withdrawals or transfers from the Brokerage Account to an amount that is lower than the Authorized Limit. We reserve the right to reject any Debit Card transaction or Command Check for any reason, unless prohibited by law, including without limitation because of an insufficient Authorized Limit, and you will be solely liable for any consequences of the rejected transaction.

Overdraft protection is not available for your Brokerage Account. It is important to keep track of the balances in your Brokerage Account before you make purchases, withdrawals, write checks or initiate other transactions. If your Brokerage Account ends up with a debit balance (such as when a merchant submits a transaction for payment without requesting authorization from us), you are responsible for and must immediately repay the amount of any debit balance and any interest as indicated in the Cash Account and Margin Account sections of the Credit Terms portion of the General Brokerage Agreement for your Brokerage Account.

#### e. Transactions in Excess of Authorized Limit

If your Authorized Limit is insufficient at the time a Command Check or Debit Card transaction or electronic fund transfer is presented for payment, the Command Check may be returned or that transaction rejected without payment. In some cases, we may pay the Command Check or Debit Card transaction, causing a negative balance in your Brokerage Account. However, we are not obligated to make any such payment.

#### f. Return of Command Checks, Debit Cards for Cancelled or Closed Accounts; Lost or Stolen Checks

All Debit Cards issued to you remain the property of the Bank, and either we or the Bank may cancel or repossess them at any time, with or without cause. If cancelled, you must destroy all Debit Cards issued to you. When your Brokerage Account is closed or you terminate any of the services provided for in this Command Agreement, you must promptly destroy your unused Command Checks and/or Debit Cards (as applicable).

If any of your Command Checks are lost or stolen, you must report the loss immediately by calling **1-800-266-6263** or at the number listed on your Brokerage Account statement.

#### g. Stop Payment Orders

You and any other authorized signer may make a stop payment order on a Command Check. You agree that we are authorized to accept a stop payment order on a Command Check from any signer on your Brokerage Account. There may be a charge for each stop payment order requested as specified in the fee schedule applicable to your Brokerage Account.

You or any other authorized signer must supply the following information to us as a condition of accepting a stop payment order: (i) account number, (ii) date on the Command Check, (iii) Command Check number, (iv) exact amount (dollars and cents) of the Command Check, (v) the name of payee, (vi) information that we may require to verify your identity; and (vii) other information we may reasonably require.

If any of the required information is not provided or is incorrect, we will not be responsible for failing to effectuate the stop payment order. In order to be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to verify that the Command Check is unpaid and to act on the request. To stop payment on a Command Check, you or an authorized signer must call your Financial Advisor or the service telephone number on your Brokerage Account statement. We may require a stop payment order to be confirmed in writing within 14 days after a call placing a stop payment order is received. A stop payment order cannot be acted on once WFA has paid, certified, or accepted the Command Check. Each stop payment order will remain in effect for six months but will not be automatically renewed. If the Command Check is still outstanding after that time, you may request another stop payment order for the fee specified in the fee schedule applicable to your Brokerage Account. You agree that if a stop payment order is not renewed in writing, we may, at

our sole discretion, return or pay a Command Check presented after the expiration of the order. You agree that stop payments on Command Checks may also be placed by us or the Bank due to "legal process" (described in Section 6 hereof) received or to effectuate other provisions of this Command Agreement.

You agree to indemnify, defend and hold WFA, the Bank and their respective officers, directors, employees or agents (each an "Indemnified Person") harmless from all costs, actions, damages, claims, liability and demands related to or arising from the Indemnified Person(s) action(s) relating to a stop payment on a Command Check based on the information you provided. In no event shall an Indemnified Person be liable for special, consequential or compensatory damages, including, but not limited to, loss of profits and/or opportunity, or for attorneys' fees incurred by you, as the result of an Indemnified Person acting, or failing to act, upon a stop payment order or placing a stop payment upon a Command Check.

#### h. Postdated Command Checks; Altered or Uncompleted Command Checks; Certain Other Command Checks

You understand and agree that we will not be liable for paying a Command Check prior to the date shown on the face of the Command Check, even if such payment results in a negative Brokerage Account balance. You may ask us not to pay a postdated Command Check before its date if the Command Check has not already been paid. To do so, you must give us a stop payment order. If you then wish the Command Check to be payable as of the date on the Command Check, you must cancel the stop payment order on that date in a time and manner that gives us a reasonable opportunity to act on it. You understand and agree that we may charge your Brokerage Account based on the original terms of an altered Command Check or on the terms of the completed Command Check, even though we know the Command Check has been completed, unless we have been notified that the completion was improper. You understand and agree that we may pay or refuse to pay, at our sole discretion, any Command Check that is presented for payment more than six months from the date shown on the face of the Command Check.

#### i. Recurring payments; Electronic Check Conversion; Facsimile Signatures

If you have authorized a person to regularly debit your Brokerage Account, and the amounts may vary, the person you are going to pay is required to tell you at least 10 days before each debit, when it will be made and how much it will be. You may authorize a merchant or other payee to make a one-time electronic payment from your Brokerage Account using information from your check to (i) pay for purchases, or (ii) pay bills. To the extent that you use a rubber stamp, facsimile signature device or other device to sign Command Checks ("facsimile signature"), you acknowledge that we may treat any facsimile signature on a Command Check as the signature of the indicated person, regardless of by whom or by what means the actual or purported facsimile signature may have been affixed. You shall maintain adequate controls over any equipment that

may be used to generate facsimile signatures, and you agree to indemnify, defend and hold each Indemnified Person harmless from all costs, actions, damages, claims and demands related to or arising from any unauthorized facsimile signature or the unauthorized use of such equipment.

#### j. Check 21 Mandated Consumer Disclosure – IMPORTANT INFORMATION

##### (i) What is a Substitute Check?

To make check processing faster, federal law permits financial institutions to replace original checks with "Substitute Checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check. Some or all of the Command Checks that you receive back may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original checks or to electronic debits to the Brokerage Account or Bank Account. However, you have rights under other laws with respect to those transactions.

##### (ii) Your Rights regarding Substitute Checks

In certain cases, federal laws provide a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to the Brokerage Account (for example, if you think we withdrew the wrong amount from the Brokerage Account or that we withdrew money from the Brokerage Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from the Brokerage Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if the Brokerage Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if the Brokerage Account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to the Brokerage Account.

##### (iii) How to make a claim for a refund

If you believe that you have suffered a loss relating to a Substitute Check that was posted to the Brokerage Account, please contact us at the number listed on your statement. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the statement for the Brokerage Account showing that the Substitute Check was posted to the Brokerage Account, whichever is later. We will extend this time period if you

were not able to make a timely claim because of extraordinary circumstances.

Your claim must include the following: (i) a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); (ii) an estimate of the amount of your loss; (iii) an explanation of why the Substitute Check you received is not sufficient to confirm that you suffered a loss; (iv) a copy of the Substitute Check or the following information to help us identify the Substitute Check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

#### **(iv) Special Notice for Check Return Customers**

We will not provide Substitute Checks with statements. However, the statement for the Brokerage Account will provide information to inform you that a Substitute Check has posted to the Brokerage Account. Even though you do not receive a Substitute Check with the statement for the Brokerage Account, we will grant you the rights described above in this notice concerning Substitute Checks as though you received a Substitute Check in the statement cycle describing the posting of it.

### **3. Authorization to Charge Brokerage Account; Restricted Accounts**

You authorize us to charge your Brokerage Account for the amount of your Command Checks, Debit Card transactions, ATM withdrawals, and electronic fund transfers. If there is more than one account holder, you authorize us to pay funds on the authority of only one account holder's signature. You agree to be responsible for all Debit Card transactions you authorize or from which you receive any benefit. If you permit or authorize any other person to use your Debit Card and PIN, you will be liable for all resulting transactions initiated by that person.

Brokerage Accounts collateralized for security-backed loans and certain fee-based investment programs may be restricted from Command Check writing, Debit Card and other withdrawals. In some instances, an existing Brokerage Account will become two separate accounts with active Command Asset Program features retained by one account using the same Command Check number. You agree that each of these two separate Brokerage Accounts will be governed by the terms and conditions of this Command Agreement. The original Brokerage Account number will be utilized to maintain a separate collateralized account for the security-backed loan or fee-based investment program.

### **4. Brokerage and Bank Account Statements**

You will be provided with a combined periodic account statement for your Brokerage Account and Bank Account. You acknowledge and agree that you will not be provided the Command Checks, images or copies of the Command Checks you have drawn that have been paid. You agree and represent that you will examine your periodic statement promptly upon receipt.

You must report any errors or inaccuracies (other than errors or inaccuracies with Debit Card or electronic fund transfers) no later than 10 calendar days after receipt of the periodic statement. If you fail to notify WFA and/or the Bank of any error or irregularities within 10 calendar days of receipt, you agree that WFA and the Bank may assume that the periodic statements are correct, and you waive any right to raise any such error or irregularity after the expiration of the 10 calendar day period and WFA and the Bank will be released from all liability for the charges and for all other transactions or matters covered by their respective periodic statements. For information about electronic fund transfer errors or inaccuracies relating to the Brokerage Account, refer to the Electronic Fund Transfer section of the General Brokerage Account Agreement. For information about electronic fund transfer errors or inaccuracies relating to the Debit Card, refer to the Debit Card Agreement and Disclosure. For Bank Account electronic fund transfer errors or inaccuracies, refer to the Electronic Funds Transfer subsection of Section 10 of this Command Agreement.

### **5. Liability for Failure to Complete Transactions**

If WFA or the Bank does not complete a transaction to or from your Brokerage Account or Bank Account, respectively, on time or in the correct amount, under no circumstances shall an Indemnified Person be liable for special, indirect, consequential or compensatory damages, including loss of profits or opportunity, or for attorneys' fees incurred by you, even if an Indemnified Person has been informed of the possibility of such damages. No Indemnified Person shall be liable for any loss or delay caused directly or indirectly by acts of war, terrorist attacks, strikes, natural disasters, government restrictions, exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume, suspensions of trading, interruptions or delays affecting communications facilities or data processing services, or other conditions beyond that person's control.

### **6. Legal Process**

WFA and the Bank may, but are not obligated to, accept and act on any legal process they receive, whether served in person, by mail, or by electronic notification, at any location of WFA and the Bank or through their registered agents for service of process. "Legal Process" includes, but is not limited to, a levy, garnishment, attachment, withholding order, injunction, restraining order, court order, divorce decree, subpoena, search warrant, government agency or self-regulatory organization request for information authorized by statute, regulation or rule, forfeiture, seizure, or other legal process relating to the Brokerage Account or the Bank Account. WFA and the Bank also have discretion to require additional documentation or a court order prior to taking any action. Any legal process received is subject to any security interest and right of setoff WFA and the Bank may have. Neither WFA nor the Bank will notify you of a grand jury subpoena or other confidential subpoena or information request affecting you or the

Brokerage Account or Bank Account. Any fees or expenses (including, but not limited to processing fees, or attorneys' fees and expenses) WFA or the Bank incurs in responding to any such legal process may be charged against any Brokerage account or Bank account you maintain.

Due to the consolidated nature of periodic account statements, if the Bank receives legal process or a records authorization requiring it to produce account information, information from your Brokerage Account(s) may be produced in addition to information from your Bank Account(s). Similarly, if WFA receives legal process or a records authorization requiring it to produce account information, information from your Bank Account(s) may be produced in addition to information from your Brokerage Account(s).

If assets in your Bank Account are attachable pursuant to legal process, your available balance in the Brokerage Account may be temporarily restricted and the debit will appear to come out of the Brokerage Account. If assets in your Bank Account that are attachable pursuant to legal process are paid out by check or are moved to the Brokerage Account, or another WFA brokerage account, the assets will either be restricted and paid out, held in a suspense account prior to payout, or moved back to the Bank Account and paid out pursuant to the legal process received. Any purchases or checks may be stopped and we may sell any assets, cancel any trades or stop any payments to generate the necessary funds. WFA and the Bank may also restrict the Brokerage Account and/or Bank Account, as applicable, if there is a dispute concerning ownership or control of assets in the account.

Neither WFA nor the Bank shall be liable for refusing to obey any order given by or for you, or for restricting, disclosing, liquidating or paying out assets which are, have been or appear to be subject to an attachment, sequestration, or legal process or proceeding against you or with respect to any such assets which have moved from the Brokerage Account or Bank Account to any other Bank or brokerage account, even if it is later determined that said assets were not intended to have been included in the scope of the legal process. Neither WFA nor the Bank shall be under any obligation to contest the validity or dispute any such attachment, sequestration, or legal process or the scope of such legal process.

### **7. Reliance on Records to Determine Account Ownership; Failure to Supply Signature**

WFA and the Bank may rely solely on their respective records to determine the form of ownership of the Brokerage or Bank Account. WFA and the Bank may presume that any person named in addition to you in their records owns the funds in the Brokerage or Bank Account with you as a co-owner, unless their records indicate that the person is an authorized signer or has some other relationship to the Brokerage or Bank Account. The failure of a person identified in the records of WFA or the Bank as an owner or a co-owner of the Brokerage or Bank Account to sign the Signature Page (or other account related documentation) does not

prevent WFA or the Bank, at their sole discretion, from treating such person as an owner or a co-owner of that Brokerage or Bank Account, and WFA and the Bank will not be liable as a result.

## **8. Instructions of Co-Owners and their Representatives; Rights and Liability; Freezing the Account**

WFA or the Bank may act on the instructions of any co-owner (or a co-owner's legal representative), including instructions to withdraw or transfer funds, make payments, or close the Brokerage or Bank Account. WFA and the Bank may pay any sums in the Brokerage or Bank Account on the request of any co-owner (or a co-owner's legal representative), regardless of their contributions, whether any other co-owner is then incapacitated or deceased or whether the Brokerage or Bank Account includes a right of survivorship. WFA and the Bank may act on the instructions of any co-owner of a Brokerage or Bank Account to open additional, like-titled accounts, provided the same signature requirements apply to such Brokerage or Bank Accounts.

If there is a legal process (as defined in this Command Agreement) affecting any co-owner, WFA and the Bank have the right to treat all funds in the Brokerage or Bank Account as belonging to the person against whom the legal process is directed.

If you or any individual or entity makes a claim against funds in the Brokerage or Bank Account, or if WFA or the Bank believes that a conflict exists between or amongst Brokerage or Bank Account owners or there is a dispute over matters such as Brokerage or Bank Account ownership or control, WFA and/or the Bank, without any liability to you or any other individual or entity, may take one or more of the following actions: (i) continue to rely on the Signature Page for the Brokerage or Bank Account, (ii) honor the claim upon receipt of evidence satisfactory to them to justify such claim, (iii) freeze or restrict the Brokerage or Bank Account until the dispute is resolved to our satisfaction, (iv) close the Brokerage or Bank Account and send a check for any available balance in the Brokerage or Bank Account payable to you or to you and each claimant, and/or (v) require you to present a court order determining ownership or control of the Brokerage or Bank Account, and/or pay the funds to an appropriate court. WFA and/or the Bank may charge the Brokerage or Bank Account or any other account for expenses (including attorneys' fees and expenses) and fees they incur.

If WFA or the Bank suspect that irregular, unauthorized, or unlawful activities may be involved with either the Brokerage or Bank Account, WFA and the Bank may each respectively "freeze" (or place a hold on) the balance in the Brokerage or Bank Account (and in other accounts you maintain with them) pending an investigation of such suspected activities.

## **9. Command Asset Program for Business**

Command Asset Program for Business clients understand and agree that "restricted

transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder are prohibited from being processed through your Brokerage Account, Bank Account or any relationship between you and either us or the Bank. In the event a suspected restricted transaction is identified, WFA and/or the Bank may block or otherwise prevent or prohibit such transaction and further they may close the Brokerage Account, Bank Account or end the relationship.

## **10. Terms and Conditions for Bank Account for Teller Deposits**

The Bank Account associated with your Command Asset Program is a non-interest-earning deposit account at the Bank intended to be used only for the purpose of facilitating teller deposits which are automatically transferred at the end of each Bank Business Day to your linked Brokerage Account. These terms and conditions apply to the Bank Account and are set forth below, which together with the general provisions above applicable to the Bank Account, your Signature Page and the Bank Privacy Policy and any additional disclosures regarding the Bank Account provided by the Bank, constitute your agreement with the Bank regarding the Bank Account. If you have any questions regarding the Bank Account, please contact the Bank at **1-800-869-3557**.

### **a. Dispute Resolution Program / Arbitration Agreement for the Bank Account**

#### **(i) Binding Arbitration**

If you have a dispute with the Bank regarding the Bank Account, and you are not able to resolve the dispute informally, you and the Bank agree that upon demand by either you or the Bank, the dispute will be resolved through the arbitration process as set forth in the arbitration agreement in this section ("Arbitration Agreement"). A "dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to services, accounts or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access your Bank Account(s). It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims.

"Disputes" include disagreements about the meaning, application or enforceability of this Arbitration Agreement. This Arbitration Agreement shall survive any termination of your Account(s). **YOU AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.**

As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any dispute that is within that court's jurisdiction. If either you or the Bank fail to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

#### **(ii) Arbitration Procedure; Severability**

You or the Bank may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

**NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY**

**ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The parties agree that in this relationship: (1) The parties are participating in transactions involving interstate commerce; (2) The Arbitrator shall decide any dispute regarding the enforceability of this Arbitration Agreement; and (3) This agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and the Bank. If any of the provision of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

#### **(iii) Rights Preserved**

This Arbitration Agreement does not prohibit you or the Bank from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this Arbitration Agreement shall survive termination or amendment of the deposit relationship or any other relationship between you and the Bank.

#### **(iv) Fees and Expenses of Arbitration**

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, you and each of us shall bear the expense of our own attorney, expert and witness fees, regardless of who prevails in the arbitration.

#### **b. Modification of Bank Account Terms & Conditions**

The Bank may, at its sole discretion, from time to time modify these Bank Account terms and conditions by adding, changing or deleting existing provisions. When the laws governing your Bank Account require the Bank to notify you of a modification, the Bank may do so by posting notice of the modification on the Bank's home page ([www.wellsfargo.com](http://www.wellsfargo.com)), by including a message on or with the statement for your Bank Account, or by any other means that the Bank considers appropriate, unless the laws governing your Bank Account requires notice by a specific means. Your continued use of your Bank Account following the effective date of any modifications will show your consent to that modification. No person or entity will be deemed to be a third party beneficiary to the Bank Account under these Bank Account terms and conditions.

In addition, the Bank may agree in writing (or otherwise) to waive a provision of these Bank Account terms and conditions (a "waiver"). The Bank may, upon prior written notice to you, revoke any waiver. Your continued use of the Bank Account or a related Bank service including a balance inquiry or any other communication with the Bank about the Bank Account following the effective date of any modification thereof, or revocation of any waiver, will show your consent to that modification, or revocation of waiver.

#### **c. Laws Governing the Bank Account**

Your Bank Account is governed by the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the office of the Bank that maintains the Bank Account is located (unless the Bank has notified you in writing that the laws of another state shall govern the Bank Account), without regard to conflicts of laws principles, or clearing house rules and the like. If you were not physically present at an office of the Bank when you opened the Bank Account (for example, if you opened the Bank Account by phone, through the mail, or over the Internet), the Bank Account will be governed by the laws of the state in which the main office of the Bank is located, unless the Bank notifies you that the Bank Account has been assigned to a particular office of the Bank. If the Bank does notify you that the Bank Account has been assigned to a particular office, the laws of the state in which that office is located will govern the Bank Account.

The Bank and you agree that any lawsuits, claims, or other proceedings arising from or

relating to the Bank Account or these Bank Account terms and conditions, including without limitation, the enforcement of the Arbitration Agreement in these Bank Account terms and conditions and the entry of judgment on any arbitration award, shall be venued exclusively in the state or federal courts in the state whose laws govern the Bank Account (unless the Bank has notified you that the Bank Account will be assigned to a particular office, in which case it shall be venued exclusively in the state or federal courts located in the state in which that office is located), without regard to conflict of laws principles.

#### **d. Disclosure of Information**

Generally, absent your consent, the Bank will not disclose information about the Bank Account, but may do so under the following circumstances: (i) to comply with a statute, regulation, or rule; (ii) in connection with examinations by state and federal banking authorities or securities authorities; (iii) to comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency or court; (iv) when the Bank determines that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of the Bank Account for a third party, such as a merchant or credit bureau; (vi) to provide information to your legal representative or successor; (vii) to report the involuntary closure of the Bank Account; (viii) when the Bank concludes that disclosure is necessary to protect you, the Bank Account, or the interests of the Bank; (ix) to agents, independent contractors, and other representatives of the Bank in connection with the servicing or processing of the Bank Account or account transactions, or similar purposes; (x) to its affiliated banks or brokerage companies or (xi) if you give your permission.

#### **e. Monitoring and Recording Communications**

The Bank may monitor, record and retain telephone conversations, electronic messages, electronic records, and other data transmissions between you and the Bank at any time without further notice to anyone, unless further notice is otherwise required by the laws governing the Bank Account, and will have no liability for doing or failing to do so.

#### **f. Credit Reports**

You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open and maintain the Bank Account. This may include ordering a credit (or other) report (e.g. information from any motor vehicle department or other state agency) on you.

#### **g. Closing the Bank Account; Dormant Accounts**

You or the Bank may close the Bank Account at any time. If either the Command Brokerage or Bank Account is closed for any reason, the associated Command Bank or Brokerage Account will also be closed. Any funds in the Bank Account will be transferred to the Brokerage Account before closure of the Bank Account. If the Command Asset Program or the Bank Account is terminated, you remain liable for all transactions and any

other obligations or agreements covered by this Command Agreement or arising from the Command Asset Program, regardless of whether they occur before or after termination. Should either the Command Brokerage or Bank Account become dormant, it will escheat to the state in accordance with applicable law.

#### **h. Security Interest; The Bank's Right of Setoff**

To secure your performance of these Bank Account terms and conditions, you grant the Bank a lien on and security interest to your Bank Account at the Bank and your accounts with any affiliate of the Bank. In addition, you acknowledge that the Bank may setoff against any accounts you own at the Bank (including matured and unmatured CDs) or with an affiliate of the Bank for any obligation you owe the Bank at any time and for any reason as allowed by the laws governing your Bank Account. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. The Bank may consider these terms and conditions, together with your Signature Page, as your consent to the Bank's asserting its security interest or exercising its right of setoff should any laws governing your Bank Account require your consent. The Bank's security interest and its right of setoff shall not apply if such security interest or right would invalidate the tax-deferred status of any tax-deferred retirement account (e.g. a SEP or an IRA) that you maintain with the Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under the security interest that you may have granted to the Bank.

#### **i. Standard of Care; No Fiduciary Relationship**

The Bank will meet its standard of care for the Bank Account, provided the Bank exercise ordinary care in the transaction at issue. When the Bank takes an item for processing by automated means, "ordinary care" does not require that the Bank examine the item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing the Bank Account. A clerical error or mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or the Bank Account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion. The Bank's relationship with you concerning the Bank Account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between you and the Bank.

#### **j. Deposits to the Bank Account**

Unless otherwise agreed in writing, the Bank may, without inquiry, accept a deposit to the Bank Account at any time, from any party, made in any manner, including without limitation, a deposit based on an image of an item. The Bank may also refuse to accept all or any part of any deposit. The Bank may

require that you deposit an item that is made payable to you to the Bank Account, instead of permitting you to cash the item. The Bank Account is intended for deposits only.

#### **k. Funds Availability Policy**

The Bank will make funds from cash and other deposits available the first Bank Business Day following the day of your deposits by automatically transferring the funds to your Brokerage Account at the end of the Bank Business Day on which the deposit is made. After such funds are transferred by the Bank to your Brokerage Account, they will be available from the Brokerage Account as determined by WFA policies.

#### **I. When Deposits are Credited to the Bank Account; Determining the Day of Receipt**

All teller deposits to the Bank Account which are received before the Bank's established cutoff time on any Bank Business Day will be credited (and will be considered deposited) to the Bank Account as of the close of business that day, and will be reflected in that day's ledger balance for the Bank Account. All deposits received after the Bank's established cutoff time on a Bank Business Day or at any time on a day which is not a Bank Business Day will be credited (and will be considered deposited) to the Bank Account at the end of the next Bank Business Day.

If you make a deposit before the Bank's established cutoff time on a Bank Business Day that the Bank is open, the Bank will consider that day to be the day of your deposit. However, if you make a deposit after the Bank's cutoff time or on a day it is not open, the Bank will consider the deposit was made on the next Bank Business Day it is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time.

#### **m. Verification of Deposits; Right to Reverse Erroneous Credits**

All transactions, including without limitation, those for which the Bank has provided a receipt, are subject to the Bank's final verification. Verification of a deposit does not occur at the teller window. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. The Bank may reverse or otherwise adjust any credit it believes it has erroneously made to your Bank Account at any time without prior notice to you.

#### **n. Collection Items**

Upon notice to you, the Bank may, at its sole discretion, handle a paper item as a collection item, instead of as a deposit. This means that the Bank sends the item to the issuer's bank for payment and credits the Bank Account when the Bank receives payment for the item.

#### **o. Items Bearing Notations**

Although the Bank is not obligated to, we may pay or accept checks and other items bearing restrictions or notations (for example, "Void after six months," "Void over \$50", "Payment in Full"), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only

between you and the payee or maker. The notation will have no effect on the Bank, and you agree to accept responsibility for payment of the item. You agree to indemnify, defend and hold harmless the Bank, its affiliates, officers, directors, employees, consultants, shareholders, and agents from all losses, claims, damages or expenses, (including attorneys' fees and expenses) we incur, in connection with any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into a Bank Account which you have an interest.

#### **p. Endorsements**

This section applies if an endorsement is necessary for the transfer or negotiation of an item. You authorize the Bank to supply your endorsement on any item that the Bank takes for collection, payment, or deposit to the Bank Account. You also authorize the Bank to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to the Bank Account. The Bank may refuse to pay or cash any item or accept any item for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the item. For example, the Bank may require that all endorsers be present at the time that an item is presented to the Bank for payment or encashment or accepted for deposit or collection. If you issue a check that contains a carbon band, printing, endorsements or other material on the back of the check outside the area extending 1½ inches from the trailing edge of the check, that material could also interfere with endorsements by banks and cause delays in returning the check. Similarly, if you or a prior endorser signs, stamps or affixes an endorsement to a check for deposit which is outside of the area extending 1½ inches from the trailing edge of a check, that material could also interfere with endorsements by banks and cause delays in returning the check. Therefore, you agree that (1) the Bank shall not be liable to you for and (2) you will indemnify and hold the Bank harmless from any and all claims, loss, costs and expenses (including without limitation reasonable attorneys' fees and the costs of litigation) that the Bank or you may incur as a result of the late return of a check caused by carbon band, printing, endorsements or other material on the back of any check drawn on or deposited to the Bank Account that extend outside the area extending 1½ inches from the trailing edge of the check. The trailing edge is defined as the left side of the check when viewing it from the front.

#### **q. Deposited Items Returned**

The Bank has the right to charge back to or otherwise debit any Bank account(s) you maintain with the Bank or the Brokerage Account at WFA for any deposited item that is returned (assess any associated fees and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided the Bank does not have actual knowledge that such deadline has expired or, having such knowledge, the Bank concludes that the deposited item is returned in accordance with the laws governing the

Bank Account or rule (including a clearing house rule). The Bank has received a breach of warranty claim in connection with the item.

The Bank has the right to pursue collection of such an item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. The Bank may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless the Bank has received instructions from you not to redeposit such deposited item. The Bank will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of your deposited items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), the Bank may debit the Bank Account, or Brokerage Account as permitted under applicable law for the amount of the item (plus any associated fees) and pay the amount to the claiming party. The Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. The Bank need not give you any prior notification of its actions with respect to the claim. You agree to immediately repay any Overdraft caused by the return of a deposited item. The Bank may create Substitute Checks from your deposited items to facilitate the forward collection of such items. Certain features of a deposited item (such as security features) impair the quality of the Substitute Check that the Bank creates. You agree to indemnify and hold the Bank and its affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorneys' fees and expenses) arising out of or in any way connected with such Substitute Check, including without limitation, any claim based on image quality of such Substitute Check.

#### **r. Reconstructing Lost or Destroyed Deposited Items**

If a deposited item is lost or destroyed during processing or collection (either at the Bank or at another point in the payments system), you agree to cooperate fully with the Bank to reconstruct the deposited item by promptly (i) providing the Bank with a copy of the front and back of the deposited item from your or the issuer's records (ii) asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement Item to you (if the deposited item has not been paid) (iii) reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the deposited item). If you fail to cooperate with the Bank, at any time without advance notice to you, the Bank may reverse or otherwise adjust any credit made to the Bank Account for a lost or destroyed deposited item.

#### **s. Deposits of Non-U.S. Items**

The Bank may refuse to accept for deposit or collection an item that is payable in currency other than U.S. Dollars or an item that is not drawn on a financial institution chartered in the U.S. If the Bank accepts any such item

for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that the Bank may use the Bank's current buying and selling rate, as applicable when processing a non-U.S. item and may recover from the Bank Account, other bank account or the Brokerage Account as permitted under applicable law any loss incurred by the Bank as a result of its processing such an item for you.

**t. Breach of Warranties**

If you breach any warranty that you make under the laws governing the Bank Account with respect to any item, you shall not be released or otherwise discharged from any liability for such breach so long as the Bank notifies you of the breach within 120 days after the Bank learns of the breach. If the Bank fails to notify you within this 120-day period, you shall be released from liability and discharged only to the extent that the Bank's failure to provide you notice within such time period caused a loss to you.

**u. Acts and Omissions of Other Financial Institutions**

When the Bank cashes or collects or accepts a deposited item, the Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a paper item. If a deposited item is lost or misrouted during the collection process or its subsequent return the Bank shall have no responsibility to you for the actions or inactions of any collecting or returning bank. The Bank may charge the Bank Account or Brokerage Account for the amount of the deposited item. You agree to cooperate with the Bank in recreating the deposited item.

**v. Holds on Other Funds-Check Cashing**

If the Bank cashes a check for you that is drawn on another bank, the Bank may withhold the availability of a corresponding amount of funds which may have been transferred to the Brokerage Account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

**w. Electronic Funds Transfers**

**(i) General**

The only electronic funds transfers ("electronic transfer") which can occur in relation to the Bank Account are the automatic end-of-day transfer of funds to the Brokerage Account. No fees will be charged by the Bank for electronic transfers associated with the Bank Account.

**(ii) In Case of Errors or Questions about Your Electronic Transfers**

In case of errors or questions about your electronic transfers, call **Wells Fargo Phone Bank** at **1-800-869-3557** or the number listed on the statement for your Bank Account, or write us at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228- 6995 as soon as you can. If you think your statement is wrong or if you need more information about a transfer listed on the statement. The Bank must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. Tell the Bank your name and Bank Account number (if any) and describe

the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Also, tell the Bank the dollar amount of the suspected error.

**(iii) Reporting Unauthorized Electronic Transfers**

If you believe an electronic transfer has been made without appropriate authorization, call **Wells Fargo Phone Bank** at **1-800-869-3557** or the number listed on your Bank Account statement or write: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228- 6995.

**(iv) Liability for Transactions Covered by Regulation E**

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if the Bank can prove that it could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, the Bank will extend the time periods.

**(v) Investigation Of Claims Covered By Regulation E**

If you tell the Bank orally, the Bank may require that you send your complaint or question in writing within 10 Bank Business Days. The Bank will determine whether an error occurred within 10 Bank Business Days after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, it may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, it will credit your Bank Account within 10 Bank Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation.

If the Bank asks you to put your complaint or question in writing and it does not receive it within 10 Bank Business Days, the Bank may not credit your Bank Account. For errors involving new accounts, Point-of-Sale (POS), or foreign-initiated transactions, the Bank may take up to 90 days to investigate your complaint or question. For new accounts, the Bank may take up to 20 Bank Business Days to credit your Bank Account for the amount you think is in error. The Bank will tell you the results within three Bank Business Days after completing its investigation. If the Bank decides that there was no error, it will send you a written explanation.

# Privacy Statement

This policy is effective as of January 01, 2012

## What does Wells Fargo do with your personal information?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- account balances and transaction history
- credit history and investment experience

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo chooses to share; and whether you can limit this sharing.

## Reasons we can share your personal information

|   | Does Wells Fargo share? | Can you limit this sharing? |
|---|-------------------------|-----------------------------|
| <b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                     | No                          |
| <b>For our marketing purposes</b> - with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you)                  | Yes                     | No                          |
| <b>For joint marketing with other financial companies</b>   | No                      | We don't share              |
| <b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences   | Yes                     | No                          |
| <b>For our affiliates' everyday business purposes</b> - information about your creditworthiness   | Yes                     | Yes                         |
| <b>For our affiliates to market to you</b>  | Yes                     | Yes                         |
| <b>For nonaffiliates to market to you</b>   | No                      | We don't share              |

### To limit our sharing

- Call 1-888-528-8460—our menu will prompt you through your choices
- Online banking customers - log on to a secure session at [wellsfargo.com](http://wellsfargo.com), and choose "Change Privacy Preferences" under the "Account Services" tab.

**Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

## Investment and Insurance Products:

|  |                |  |
|--|----------------|--|
| Not Insured by FDIC or any Federal Government Agency | May Lose Value | Not a Deposit of or Guaranteed by a Bank or Any Bank Affiliate |
|--|----------------|--|

Wells Fargo Advisors, LLC is a registered broker-dealer and separate non-bank affiliate of Wells Fargo & Company

### To limit direct marketing

- To limit our direct marketing to you by mail or telephone, call 1-888-528-8460—our menu will prompt you through your choices
- Online banking customers - log on to a secure session at [wellsfargo.com](http://wellsfargo.com), and choose "Change Privacy Preferences" under the "Account Services" tab.

**Please note:** A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys. If you have an assigned client manager or team, they may continue to contact you to assist you in managing your portfolio or account relationship.

### Questions?

Call 1-800-TO-WELLS (1-800-869-3557) or go to [wellsfargo.com/privacy\\_security](http://wellsfargo.com/privacy_security).

### Who we are

#### Who is providing this notice?

Wells Fargo U.S. companies that use Wells Fargo and Wachovia in their names and other companies listed in the Wells Fargo U.S. legal entities section.

### What we do

#### How does Wells Fargo protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit [wellsfargo.com/privacy\\_security](http://wellsfargo.com/privacy_security).

#### How does Wells Fargo collect my personal information?

We collect your personal information, for example, when you:

- open an account or make deposits or withdrawals from your accounts
- apply for a loan or use your credit or debit card
- seek advice about your investments

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

#### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

### Definitions

#### Affiliates

Companies related by common ownership or control. They can be financial and non-financial companies.

- Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., (including its divisions of Wachovia Bank and Wachovia Bank of Delaware), Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC.

#### Nonaffiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- Wells Fargo does not share with nonaffiliates so they can market to you.

## Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Wells Fargo does not jointly market.

## Other important information

**Important Notice about Credit Reporting:** We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

**Do Not Call Policy.** This Privacy Policy constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.

**Nevada residents:** We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the To limit direct marketing section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com, or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us.

**Vermont:** We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates as provided on page one.

**Trust accounts** for which Wells Fargo is the trustee are protected under special rules of confidentiality. Trust account information is not shared for marketing purposes without specific consent.

**Wells Fargo Advisors Financial Advisors:** If your financial advisor's affiliation with Wells Fargo Advisors ends and they join a non-affiliated securities broker-dealer, your financial advisor may be permitted to use limited information to contact you to join their new firm, as a usual means to continue to service and maintain your accounts. The information they may use is limited to your name, address, email address, phone number and account title.

## Wells Fargo U.S. legal entities covered by this notice

Wells Fargo U.S. banks and companies with "Wells Fargo" or "Wachovia" in their names, including Wachovia Bank and Wachovia Bank of Delaware, divisions of Wells Fargo Bank, N.A., as well as: Wells Fargo Advisors, LLC; Wells Fargo Bank, N.A. doing business as Flatiron Capital; American Mortgage Network, LLC, doing business as Vertice.

This Privacy Disclosure also describes the privacy practices of First Clearing, LLC ("First Clearing"), which is an affiliated clearing firm of Wells Fargo Advisors, LLC. First Clearing does not market to holders of accounts carried by First Clearing or provide information regarding such accounts or regarding your creditworthiness to other Wells Fargo or Wachovia companies for their own marketing or everyday business purposes, and the choices in this notice do not apply to First Clearing.

The following legal entities are not covered by this notice and have separate privacy notices:

- any non-bank company with "Wells Fargo Financial" in its name
- Wells Fargo Financial National Bank
- the Wells Fargo Advantage Funds
- Wells Fargo Advisors Financial Network, LLC
- any insurance company, insurance agency, or insurance brokerage or other company, which has its own privacy disclosures

# Cash Sweep Program Disclosure Statement

| <b>Summary</b>  |  |                    |
|---|--|--------------------|
| <b>Please consult the full text of the disclosure statement below for further information at the pages indicated.</b> |  |                    |
| <b>How the Cash Sweep Program Works</b>   | Our Cash Sweep Program allows you to earn a return on the uninvested cash balances—for which no interest is otherwise earned or paid—in your account by automatically placing ("sweeping") cash balances into a sweep vehicle until such balances are invested by you or otherwise needed to satisfy obligations arising in connection with your account.  | Page 23            |
| <b>Available Sweep Options</b>  | The available sweep options currently consist of one or more affiliated and non-affiliated money market mutual funds and/or interest-bearing deposit accounts at three affiliate banks. Eligibility for each available sweep vehicle is determined by account type.  | Page 23            |
| <b>Rate of Return</b>   | <p>The rates of return for the sweep options vary over time. Current rates can be obtained from your investment professional, by calling the general inquiries phone number listed on the front of your account statement, or found on our website at <a href="http://www.wellsfargoadvisors.com">www.wellsfargoadvisors.com</a>.</p> <ul style="list-style-type: none"> <li>• The rate of return on the Bank Deposit Sweep is set by the affiliated banks, which may seek to pay as low a rate as possible consistent with their views of competitive necessities. With certain exceptions the rate will be tiered based upon account type and the overall household value of your account(s) with Wells Fargo Advisors.</li> <li>• Money market mutual funds seek to achieve the highest rate of return (less fees and expenses) consistent with prudence and their investment objectives.</li> <li>• There is no guarantee that the yield on any particular cash sweep will remain higher than others over any given period. The rate of return on any of our sweep vehicles may be lower than that of similar investments offered outside of the Cash Sweep Program.</li> </ul> <p>The Cash Sweep should not be viewed as a long-term investment option. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your investment professional at the number on your account statement to discuss investment options that may be available outside of the Cash Sweep Program to help maximize your return potential consistent with your investment objectives and risk tolerance.</p> | Page 23            |
| <b>Duty to Monitor</b>  | You must monitor and determine the best cash sweep for you under this program. You may also elect not to participate in the Cash Sweep Program and instead periodically invest cash balances directly.   | Page 23            |
| <b>Changes to the Sweep Program</b>   | You will be notified if we modify the Cash Sweep Program in a way that results in changing the sweep vehicle for your account. <u>Unless you tell us otherwise within the time period specified in the notice, your cash balances will be moved to the new sweep vehicle that we designate under the program.</u>  | Page 24            |
| <b>Benefits to Wells Fargo Advisors</b>   | We may charge fees and receive certain benefits under the different sweep vehicles. A portion of these fees and benefits may be shared with your investment professional. Because of these fees and benefits, we have a financial incentive to select the particular sweep vehicles included in our program.   | Page 24            |
| <b>Differing Risks and Account Protection</b>   | <p>Money market mutual funds and the bank deposit sweep are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>• Money market mutual funds invest in high quality, short-term securities and seek to maintain a stable value but are subject to market risks and potential value loss. They are not bank accounts and not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing <u>missing</u> securities and cash up to a limit of \$500,000, of which \$250,000 may be cash.</li> <li>• The bank deposit sweep is not subject to market risk and value loss but is subject to the risk of a bank's failure. In the unlikely event a bank fails, deposits at each bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g. individual or joint). This limit includes any other deposits you may have at each bank outside of this program. <b>You are responsible for monitoring your bank balances in this program and the balances in any of your other bank accounts at the same bank to determine if these, in total, exceed FDIC insurance limits.</b> <u>Monies held in the Bank Deposit Sweep are not covered by SIPC.</u></li> </ul>  | Page 24<br>Page 25 |

## Introduction

Under the Wells Fargo Advisors Cash Sweep Program (the "Sweep Program"), uninvested cash balances - for which no interest is otherwise earned or paid - in your account are automatically swept into interest-bearing deposit accounts ("Bank Deposit Sweep") or, if available, money market mutual funds ("Money Market Funds") or such other sweep arrangements made available to you (collectively "Cash Sweep Vehicles"), until these balances are invested by you or otherwise needed to satisfy obligations arising in connection with your account.

### Available Cash Sweep Vehicles

Eligibility for each available Cash Sweep Vehicle is determined by account type and can be obtained from your investment professional. For standard brokerage accounts, the Bank Deposit Sweep serves as the exclusive Cash Sweep Vehicle for eligible clients. The Bank Deposit Sweep consists of interest-bearing deposit accounts at three banks affiliated with Wells Fargo Advisors ("Affiliated Banks"). Further information regarding the Bank Deposit Sweep, including eligibility requirements, is contained below in the section entitled, Additional Information Regarding the Bank Deposit Sweep. For Command Asset Program accounts, the default Cash Sweep Vehicle when your account is opened will be the Bank Deposit Sweep for eligible clients until you subsequently choose an available tax-advantaged Money Market Fund. The Cash Sweep Vehicle for ineligible clients for both account types will be a taxable Money Market Fund. The Money Market Funds offered in the Sweep Program may include those for which an affiliate of Wells Fargo Advisors provides investment management and other services, including the Wells Fargo Advantage Money Market Funds. Prior to, or at the same time your available funds are first swept into an available Money Market Fund, you will be furnished with the appropriate prospectus, which should be read carefully.

If you do not select a Cash Sweep Vehicle when you open your account, or you select an ineligible Cash Sweep Vehicle, your Cash Sweep Vehicle will be, and any cash balances transferred to, the Bank Deposit Sweep if you are eligible (if not, your Cash Sweep Vehicle will be (and any cash balances transferred to) an available Money Market Fund selected by us). If you wish to specify a different Cash Sweep Vehicle, if available for your account type, you may do so at any time by contacting us. Existing balances in your prior Cash Sweep Vehicle will be automatically transferred to the new Cash Sweep Vehicle you select.

### How the Sweep Program Works

On each business day (or on a weekly basis for standard brokerage accounts if the cash balance is less than a minimum amount) available cash balances will be automatically swept into the Cash Sweep Vehicle for your account. Shares or cash held in your Cash Sweep Vehicle will be automatically redeemed in order to settle a transaction, serve as collateral for a margin loan or short sale, or satisfy any other obligations.

**Timing of Credits** - Your Cash Sweep Vehicle will be credited: (i) in the case of available cash balances resulting from the proceeds of securities sales, on the settlement date of the securities sale and

(ii) in the case of available cash balances resulting from non-trade-related credits (i.e., the receipt of dividends, interest payments, or deposits), on the business day after receipt by Wells Fargo Advisors of the non-trade-related credit (unless there is a trade-related debit item pending in your account due to settle in one business day, in which case only that amount exceeding the trade-related debit will be credited to your Cash Sweep Vehicle). Available cash balances will not earn a rate of return until swept into your Cash Sweep Vehicle.

**Timing of Debits** - Your Cash Sweep Vehicle is automatically debited to satisfy obligations arising in connection with your brokerage account, including administrative and other fees, and charges in connection with a margin account. Cash Sweep Vehicle balances will also be debited as necessary in connection with certain account activity and services, including securities transactions, preauthorized electronic transfers, automated payments, checks, or debits from using the linked credit cards. Your brokerage account will be scanned automatically for debit items each day. Debit balances will be satisfied automatically from: (i) available cash balances; (ii) funds in any Money Market Fund no longer serving as your Cash Sweep Vehicle, (iii) through the withdrawal of funds from your Cash Sweep Vehicle; and (iv), where applicable, from margin loans.

**Access to Funds** - You may only access the balances held in your Cash Sweep Vehicle through your brokerage account at Wells Fargo Advisors. As required by federal banking regulations, the Affiliated Banks reserve the right to require seven days prior notice before permitting a transfer out of the Bank Deposit Sweep. The Affiliated Banks have no intention of exercising this right at the present time. In addition, the Money Market Funds may reserve the right to require one or more days prior notice before permitting withdrawals. Please review the prospectus for the Money Market Fund for further information.

**Statements and Confirmations** - Your account statement will indicate your balance, detail transactions, and reflect interest or dividends relating to your Cash Sweep Vehicle. These account statements are provided in lieu of separate confirmations of sweep transactions.

**Interest/Dividends Payable** - Interest on cash in the Bank Deposit Sweep is accrued daily, compounded monthly and credited to your account on the last business day of each monthly statement period. Dividends on the shares in the Money Market Fund will not be payable in cash but will be reinvested each month in additional shares of the applicable Money Market Fund at the current net asset value. Dividends are not guaranteed and are subject to change or elimination.

### Rate of Return

The rate of return for each available Cash Sweep Vehicle can be obtained from your

investment professional, by calling the general inquiries phone number listed on the front of your account statement or found on our website at [www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com). These rates will vary over time and may be lower than rates available to clients making deposits directly with the Affiliated Banks or at other banks, or available by investing directly in other money market mutual funds not offered through the Sweep Program.

The interest rate for the Bank Deposit Sweep is based on prevailing business and economic conditions, and is set by Wells Fargo Advisors, working with the Affiliated Banks. The rate will be based upon account type and with certain exceptions the total household value of assets in your account(s) with Wells Fargo Advisors such that clients in higher asset tiers will generally receive higher interest rates. The total household value will include any balances in the Bank Deposit Sweep, as well as all other assets listed in your Wells Fargo Advisors account statements, except for those shown under the "Other Assets/Liabilities" section. The grouping of accounts into a household can be performed by your investment professional based on account eligibility and family relationships. In general, a household may contain all of your personal accounts as well as the accounts of your spouse or domestic partner, dependents, and wholly-owned businesses. Command Asset Program and Resource accounts in the Bank Deposit Sweep may receive a tier rate that is generally higher than that paid to other account types. Command Asset Program accounts will be tiered based on the total household value of assets in your account(s) with Wells Fargo Advisors as described above. Resource accounts will be tiered based on the cash balance in the account and household value will have no affect on rates in the Resource account. Tiers and interest rates on different tiers may change from time to time at Wells Fargo Advisors' discretion. Interest rate tiering does not apply to deposits from certain other accounts. Please contact your investment professional at the number on your account statement to find out more about householding and to ensure all eligible accounts are grouped in a household.

Wells Fargo Advisors and the Affiliated Banks do not have a duty to provide the highest rates prudently available and may instead seek to pay as low a rate consistent with their views of competitive necessities. Lower rates may be more financially beneficial to Wells Fargo & Company and its affiliates, including the Affiliated Banks and Wells Fargo Advisors, and their respective personnel. There is no necessary linkage between bank rates of interest and the highest rates available in the market, including any money market mutual fund rates. By comparison, a Money Market Fund generally seeks to achieve the highest rate of return (less fees and expenses) consistent with the fund's investment objective, which can be found in the fund's prospectus. (Money Market Fund rates may, however, be affected by the fees imposed by the particular class of shares selected by us for the Sweep Program.) As a result, the current rate of return on each Cash Sweep Vehicle will vary over time and there is no guarantee that the return on any particular Cash Sweep Vehicle will remain higher than the others over any given period.

The Cash Sweep Vehicle for your account should not be viewed as a long-term investment option. If you desire, as part of an investment strategy or otherwise, to maintain a cash position in your account for other than a short period of time and/or are seeking the highest yields currently available in the market for your cash balances, please contact your investment professional at the number on your account statement to discuss investment options that may be available outside of the Sweep Program to help maximize your return potential consistent with your investment objectives, liquidity needs and risk tolerance. Please note, however, that available cash accumulating in your account will not be automatically swept into any investment you purchase outside of the Sweep Program.

#### **Your Responsibility to Monitor Your Cash Sweep Vehicle**

As returns on the Cash Sweep Vehicles, your personal financial circumstances and other factors change, it may be in your financial interest to change your Cash Sweep Vehicle (if another option is available for your account type) or invest cash balances in products offered outside of the Sweep Program consistent with your investment objectives and risk tolerance. Wells Fargo Advisors does not have any duty to monitor the Cash Sweep Vehicle for your account or make recommendations about, or changes to, the Sweep Program that might be beneficial to you.

#### **Alternatives to the Sweep Program**

You may elect not to participate in the Sweep Program and/or periodically invest cash balances directly in available money market mutual funds or other products offered as direct investments outside of the Sweep Program by providing instructions to your investment professional. Please note if you elect not to participate in the Sweep Program, accruing cash balances will not earn a rate of return prior to direct investment. In addition, available cash will not be automatically swept into any money market mutual fund or other investment that you purchase outside of the Sweep Program.

Your investment professional can provide further details and additional information, including a prospectus, for any of the money market mutual funds available for direct investment outside of the Sweep Program. Please read the prospectus carefully before investing. Investments in money market mutual funds are not guaranteed or insured by the FDIC or any other government agency and are not deposits of a bank or bank affiliate. Although money market mutual funds seek to preserve their net asset value at one dollar per share, it is possible to lose money by investing in money market mutual funds.

#### **Changes to Cash Sweep Vehicles**

From time to time, Wells Fargo Advisors may modify the Sweep Program, which may result in changing the Cash Sweep Vehicle for your account. If we make any change, there is no guarantee that such change will provide an equal or greater rate of return to you during any given period, and the rate of return may be lower. You will receive advance notice of any change in the Sweep Program that results in changing the Cash Sweep Vehicle for your account. Unless you object within the time period specified, Wells Fargo

Advisors will transfer the balances from your prior Cash Sweep Vehicle into any new Cash Sweep Vehicle. If the trading activity in your account results in a "Pattern Day-Trader" designation, you may select an available Money Market Fund as your Cash Sweep so the balance can be used towards the minimum equity trading requirement. If a day-trader account uses the Bank Deposit Sweep, the balance will not count towards the minimum equity trading requirement.

If you decide to enroll in a new product or service that doesn't offer your current Cash Sweep Vehicle, your new Cash Sweep Vehicle will become the Bank Deposit Sweep if you are eligible (if not, your Cash Sweep Vehicle will be an available Money Market Fund selected by us) unless you select a different available Cash Sweep Vehicle.

#### **Administrative Fee**

In addition to any other fees and expenses charged directly by the Money Market Funds, we charge an administrative fee at an annualized rate of 30 basis points (0.30%) of assets held in the Class A share class of the Wells Fargo Advantage Money Market Funds. This fee will be directly deducted from the dividends you receive from these Money Market Funds and your periodic account statement will reflect such dividends net of this fee. The administrative fee is intended to compensate us for administrative services we provide in offering the Sweep Program, for related processing costs and account maintenance services we provide in connection with processing sweep transactions. Because the administrative fee is not charged by the Money Market Fund, we will report to the Internal Revenue Service (e.g., on Form 1099-DIV) the total amount of dividends paid to you by the Money Market Fund (i.e., the gross dividend), not the dividend after deduction of the administrative fee (i.e., the net dividend). In contrast, the estimated current yield for Money Market Funds shown on account statements will reflect the net dividend after deduction of the administrative fee. You should consult with your tax advisor as to the deductibility of this administrative fee. The administrative fee is not charged on the Bank Deposit Sweep or with respect to ERISA or IRA accounts participating in any of our investment advisory programs.

#### **Benefits to Wells Fargo Advisors and Others**

Wells Fargo Advisors and its affiliates receive fees and benefits for services provided in connection with the Sweep Program, and we may choose to make available the Cash Sweep Vehicles that are more profitable to us and our affiliates than other money market mutual funds or bank deposit accounts. A portion of these fees may be paid to your investment professional.

Wells Fargo Advisors and its affiliates may receive distribution (Rule 12b-1), investment management, service fees and other compensation as a result of sweeping available cash into the Money Market Funds. These fees, which vary depending on the Money Market Fund (and class thereof) used, are paid directly by the Money Market Funds but ultimately borne by you as a shareholder in the fund.

Wells Fargo Advisors and its affiliates, including the Affiliated Banks, benefit

financially from cash balances held in the Bank Deposit Sweep as well. As with other depository institutions, the profitability of the Affiliated Banks is determined in large part by the difference or "spread" between the interest they pay on deposit accounts, such as the Bank Deposit Sweep, and the interest or other income they earn on loans, investments and other assets. As noted above, the Affiliated Banks may pay rates of interest on the Bank Deposit Sweep that are lower than prevailing market interest rates. The participation of the Affiliated Banks in the Bank Deposit Sweep is expected to increase their respective deposits and, accordingly, overall profits.

Wells Fargo Advisors will receive fees and compensation from the Affiliated Banks and/or their affiliates in connection with the Bank Deposit Sweep. This compensation will be in an amount of up to a \$35 annual flat fee for each Wells Fargo Advisors account that is eligible to sweep into the Bank Deposit Sweep at the Affiliated Banks. Wells Fargo Advisors also profits on the difference or "spread" between the interest it pays you on the Bank Deposit Sweep and a percentage of what the Affiliated Banks earn on loans, investments and other assets. The larger the spread, the more Wells Fargo Advisors will earn. Wells Fargo Advisors has a conflict of interest because it influences both what it pays you in interest and what it receives in compensation on the Bank Deposit Sweep. This compensation is subject to change and we may waive all or any part of this fee at any time without notice. In addition, certain employees, including investment professionals, of Wells Fargo Advisors may receive incentive compensation based in part on assets in the Bank Deposit Sweep or the profitability of the Bank Deposit Sweep for the Affiliated Banks and their joint parent company, Wells Fargo & Company. We shall also receive a benefit by retaining any interest earned (generally at the Federal Funds rate) on cash balances awaiting disbursement or prior to such balances being swept into your Cash Sweep Vehicle. As a result of the fees and benefits described above, the Bank Deposit Sweep may be significantly more profitable to us than other available Cash Sweep Vehicles, if any.

#### **SIPC Insurance**

The Securities Investor Protection Corporation (SIPC) protects customers of its members against the custodial risk to clients of securities brokerage firms like Wells Fargo Advisors in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the failure of a security, the quality of investments, or declines in the value of investments. Instead, SIPC protects each client's securities (which include Money Market Funds) and cash held in a client's brokerage account at an insolvent brokerage firm by replacing missing securities and cash of up to \$500,000 per client, including \$250,000 for claims for cash. Wells Fargo Advisors provides additional coverage, at no cost to you, through London Underwriters (led by Lloyd's of London Syndicate) ("Lloyd's"). For clients who have received the full SIPC payout limit, Wells Fargo Advisors' policy with Lloyd's provides additional coverage above the SIPC limits for any missing securities and cash in client brokerage accounts up to a firm aggregate limit of \$1 billion (including up to \$1.9 million for cash per client). This account protection

package does not cover losses resulting from declines in the market value of your investments. For more information on SIPC coverage, please see the explanatory brochure at [www.sipc.org](http://www.sipc.org) or call 202-371-8300. For more information about Lloyd's, please visit [www.lloyds.com](http://www.lloyds.com).

Since monies in the Bank Deposit Sweep are held at banks, they are NOT covered by SIPC or Lloyd's. They are instead covered by FDIC insurance. Please see the section entitled FDIC Insurance Coverage below.

## **Additional Information Regarding the Bank Deposit Sweep**

### **Introduction**

The Bank Deposit Sweep consists of interest-bearing deposit accounts at three Affiliated Banks, each a depository institution regulated by bank regulatory agencies under various federal banking laws and regulations. If the Bank Deposit Sweep is your Cash Sweep Vehicle, available cash balances in your account are automatically deposited into the Bank Deposit Sweep.

### **Deposits**

Periodically, the uninvested cash balances in your brokerage account will be deposited at one or more bank deposit accounts maintained at the Affiliated Banks. No evidence of ownership, such as a passbook or certificate, will be issued to you and deposits in the Bank Deposit Sweep may not be made in the name of Wells Fargo Advisors (or its agents) for the benefit of its clients. However, your brokerage account statement will reflect all deposits, withdrawals, Affiliated Bank deposit balance(s) and applicable interest rate.

Generally, deposits will be made at Wells Fargo Bank, N.A. up to \$250,000, and then any available cash in excess of \$250,000 will be deposited into two other Affiliated Banks. Once your deposits exceed \$750,000, more than \$250,000 may be deposited at Wells Fargo Bank, N.A. and may not be FDIC insured. For Resource Accounts, deposits will be made at Wells Fargo Bank Northwest, N.A. up to \$250,000, and then any available cash in excess of \$250,000 will be deposited into two other Affiliated Banks. Once your deposits exceed \$750,000, more than \$250,000 may be deposited at Wells Fargo Bank Northwest, N.A. and may not be FDIC insured.

Cash intended for deposit into the Bank Deposit Sweep must be deposited through your brokerage account and cannot be placed directly by you into an Affiliated Bank. Only balances transferred by Wells Fargo Advisors will be eligible for inclusion in the Bank Deposit Sweep and deposits by you into Affiliated Banks, outside of the Bank Deposit Sweep, may adversely affect the FDIC coverage of your funds.

### **Withdrawals**

Monies on deposit at the Affiliated Banks will be automatically withdrawn from the bank deposit accounts in the event of a debit in your Wells Fargo Advisors account or, on settlement date, to pay for securities purchased for or sold to your Wells Fargo Advisors account. Debits may also be created by writing a check on your Wells Fargo Advisors account, making payments via online bill payment service, withdrawing funds through your debit card, or to pay other

liabilities owed to Wells Fargo Advisors. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your Wells Fargo Advisors account are processed through that account rather than through the bank deposit accounts. Wells Fargo Advisors will debit and credit your bank deposits to accommodate this processing.

### **FDIC Insurance Coverage**

Balances on deposit in the Bank Deposit Sweep, together with any other of your deposits at the Affiliated Banks, are insured by the FDIC, an independent agency of the U.S. government, up to a maximum amount in accordance with the rules of the FDIC. Deposits (including principal and interest) at each of the three Affiliated Banks are eligible for federal deposit insurance up to \$250,000. Balances in the Bank Deposit Sweep in excess of \$750,000 will be deposited at the first Affiliated Bank in the order described above, and may not be FDIC insured. Different ownership categories of accounts are separately insured. Please see the Deposit Insurance-General Information section below for further information.

If you have other deposits at the Affiliated Banks outside of the Bank Deposit Sweep, you must aggregate all such deposits with your Bank Deposit Sweep balance for purposes of determining FDIC coverage. If your total funds on deposit at any Affiliated Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit. Please note that you, and not Wells Fargo Advisors, are responsible for monitoring the total amount of your deposits at the Affiliated Banks in order to determine the extent of FDIC insurance coverage available. If you expect to have total deposits at the Affiliated Banks, including balances through the Bank Deposit Sweep, that exceed FDIC insurance coverage limits, you should carefully consider whether you should arrange for the direct investment of amounts exceeding such coverage.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you by the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

If you have additional questions about FDIC insurance, please contact your investment professional at the number on your account statement. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one capacity. You may also obtain publicly available information by contacting the FDIC, Office of Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), or by accessing the FDIC website at [www.fdic.gov](http://www.fdic.gov).

### **Differences between the Bank Deposit Sweep and Money Market Funds**

The Money Market Funds available as Cash Sweep Vehicles are registered with the SEC pursuant to the Investment Company Act of 1940. The Bank Deposit Sweep consists of

interest-bearing deposit accounts at the Affiliated Banks, each regulated by bank regulatory agencies under various federal banking laws and regulations. Deposits in the Bank Deposit Sweep are eligible for FDIC insurance as described above. The Money Market Funds purchase high quality, short-term securities in seeking to maintain their net asset value of one dollar per share. There is no guarantee that this net asset value per share will always be maintained and you may lose money by investing in Money Market Funds. Funds invested in a Money Market Fund are not guaranteed or insured by the FDIC or any other government agency and are not deposits of a bank or bank affiliate, including the Affiliated Banks.

### **Changes to Sweep Banks**

Wells Fargo Advisors may from time to time make changes to the Bank Deposit Sweep that include adding, deleting, replacing or changing the sequence of Affiliated Banks, which may result in increasing or decreasing the overall FDIC insurance available through the Bank Deposit Sweep. In such instances, you will be notified in advance of the change if it affects your account. If an Affiliated Bank no longer makes the Bank Deposit Sweep available, you will be provided the opportunity to establish a direct depository relationship with that bank, subject to its policies and procedures. If you do not wish to establish a direct relationship with the bank, your funds will be transferred to another available sweep bank. The consequences of maintaining a direct depository relationship with an Affiliated Bank are discussed below under Relationship with Wells Fargo Advisors. Wells Fargo Advisors may notify you of any of these changes by means of a letter, an entry on your brokerage account statement, an entry on a trade confirmation or by other means.

### **Information about the Affiliated Banks**

The Affiliated Banks are wholly-owned subsidiaries of Wells Fargo & Company, the fourth largest bank holding company in the United States based on assets ("Wells Fargo & Company"). Wells Fargo Advisors is a nonbank affiliate of the Affiliated Banks and Wells Fargo & Company. The Affiliated Banks are regulated by bank regulatory agencies under various federal banking laws and regulations. Additional information regarding the Affiliated Banks and Wells Fargo & Company is available at [www.wellsfargo.com](http://www.wellsfargo.com).

Deposits in the Bank Deposit Sweep are obligations of each Affiliated Bank where the monies are deposited and are not obligations of, or guaranteed by, Wells Fargo & Company or any of its other affiliates, including Wells Fargo Advisors. Neither Wells Fargo & Company nor Wells Fargo Advisors guarantees in any way the financial condition of the Affiliated Banks nor are they responsible for any insured or uninsured portion of any deposits with the Affiliated Banks.

### **Relationship with Wells Fargo Advisors**

Wells Fargo Advisors will act as your agent in establishing and maintaining the Bank Deposit Sweep, including making deposits to and withdrawals from the Bank Deposit Sweep. Your first deposit into the Bank Deposit Sweep will constitute your appointment of Wells Fargo Advisors as your agent in connection with your Bank Deposit

Sweep. No evidence of ownership, such as a passbook or certificate, will be issued to you and deposits in the Bank Deposit Sweep may be made in the name of Wells Fargo Advisors, or its clearing agent, for the benefit of its customers. Accordingly, all transactions involving the Bank Deposit Sweep must be made through Wells Fargo Advisors and all inquiries relating to the Bank Deposit Sweep should be directed to Wells Fargo Advisors.

If you decide to remove Wells Fargo Advisors as your agent with respect to the Bank Deposit Sweep, you may establish a direct depository relationship with an Affiliated Bank by requesting to have your deposit relationship established in your name, subject to applicable law and the Affiliated Bank's terms and conditions. If Wells Fargo Advisors terminates your use of the Bank Deposit Sweep or if you choose to remove Wells Fargo Advisors as your agent with respect to the Bank Deposit Sweep, Wells Fargo Advisors will have no further responsibility for automatically crediting your brokerage account with payments made with respect to your accounts with the Affiliated Banks and will not automatically withdraw funds from your accounts with the Affiliated Banks to satisfy debits in your brokerage account.

## **Deposit Insurance-General Information**

**General Information.** The Bank Deposit Sweep is insured by the FDIC, an independent agency of the U.S. government, up to a maximum amount of \$250,000 (including principal and accrued interest) per depositor in each insurable capacity (e.g. individual or joint) at each Affiliated Bank when aggregated with all other deposits held by you at the same Affiliated Bank in the same capacity. Your funds become eligible for deposit insurance immediately upon placement in the Bank Deposit Sweep. Any deposits that you maintain directly with an Affiliated Bank, or through an intermediary (such as Wells Fargo Advisors or another broker), will be aggregated with your Bank Deposit Sweep balances at each Affiliated Bank for purposes of FDIC insurance coverage limits.

In the unlikely event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and Wells Fargo Advisors before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

The application of FDIC insurance coverage limits by account type is illustrated by several common factual situations discussed below. To assist you with calculating your aggregated deposits and the associated coverage, the FDIC has an Electronic Deposit Insurance Estimator available at [www2.fdic.gov/edie](http://www2.fdic.gov/edie).

**Single Accounts** - Accounts owned by one person, and titled in that person's name only,

are added together and the total insured up to \$250,000 at each Affiliated Bank (for a total of up to \$750,000 when deposited at all three Affiliated Banks). This account category does not include joint accounts, certain trusts, and individual retirement accounts, which are protected in a separate category and discussed below.

**Custodial Accounts** - Funds in accounts held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the custodian, but are added to other deposits of the minor and insured up to \$250,000 in the aggregate per Affiliated Bank (for a total of up to \$750,000 when deposited at all three Affiliated Banks).

**Joint Accounts** - For accounts owned by two or more people, each person's share is insured up to \$250,000 separately at each Affiliated Bank in addition to the \$250,000 allowed on other deposits owned individually in one or more single accounts (for a total of up to \$1,500,000 for accounts with two joint owners when deposited at all three Affiliated Banks).

**Revocable Trust Accounts** - A revocable trust account indicates an intention that the deposit will belong to one or more named beneficiaries upon the death of the owner(s). A revocable trust can be terminated at the discretion of the owner. There are two types of revocable trusts: informal trusts - known as Payable on Death (POD) or "Totten Trusts" - and formal trusts - known as "living" or "family" trusts. Both informal and formal revocable trusts are insured up to \$250,000 per owner for each beneficiary if the FDIC requirements are met. All deposits that an owner holds in both informal and formal revocable trusts are added together for insurance purposes and the insurance limit is applied to the combined total. A revocable trust account established by a husband and wife that names the husband and wife as sole beneficiaries will be treated as a joint account, and will be aggregated with other joint accounts subject to the rules described above under "Joint Accounts."

**Irrevocable Trust Accounts** - Deposits in an account established pursuant to one or more irrevocable trust agreements created by the same person will be insured for up to \$250,000 per Affiliated Bank for the interest of each beneficiary provided that the beneficiary's interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). The deposit insurance of each beneficiary's interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee or other beneficiaries. A beneficiary's interest in funds held in irrevocable trust accounts created by the same person will be aggregated and insured up to \$250,000 at each Affiliated Bank.

**Individual Retirement Accounts** - Deposits held in self-directed retirement accounts, including traditional, Roth, SEP and SIMPLE IRAs, are eligible for FDIC insurance of up to \$250,000 in the aggregate at a bank for a total of up to \$750,000 when deposited at all three Affiliated Banks.

# Account Disclosures

## 1. A GUIDE TO INVESTING IN MUTUAL FUNDS

### **What you should know before you buy**

Wells Fargo Advisors wants to ensure that you are investing in the mutual funds and the share classes that best suit your investment objectives, risk tolerance, time horizon and diversification needs. This guide will help you better understand the features and costs associated with the various share classes, as well as how your Financial Advisor and Wells Fargo Advisors are compensated when you invest in mutual funds. It will also help you take advantage of all available discounts as you work with your Financial Advisor. As always, if you have any questions about your mutual fund investments, please contact your Financial Advisor.

### **WHAT IS A MUTUAL FUND?**

A "mutual fund" is a company that pools money from many investors and invests the combined holdings in a single portfolio of securities that is professionally managed. To manage risk, the fund's manager attempts to diversify the fund's investments according to the fund's investment objective. Funds generally invest in a variety of investments, including U.S. or international stocks, bonds, money market instruments or any combination of these. Individual investors own shares of the fund, whereas the fund or the investment company owns the underlying investments chosen by the manager.

Since the first U.S. mutual fund appeared in 1924, investors have entrusted their savings for homes, education, retirement and other major financial goals to mutual funds. As of 2010, over 7,600 mutual funds hold about \$11 trillion in assets for approximately half of all American households.\* Working with some of the most prominent mutual fund families, Wells Fargo Advisors offers over 350 different mutual fund families to investors.

Certain mutual funds are domiciled and operated outside of the United States and are only available to people or entities that do not qualify as "U.S. persons" under the U.S. Internal Revenue Code. These funds are called "offshore" mutual funds and, although they are not registered as securities in the United States, they function similarly to U.S. mutual funds in terms of structure, investments, operations, risks and costs.

As the number of mutual funds has grown, some mutual funds have become increasingly complex and specialized and may employ complicated investment strategies, such as leverage and short selling, to manage their portfolios. In addition, these complex funds more commonly invest in alternative investments such as commodities, foreign currencies and derivatives.

The level and type of risk associated with mutual funds may therefore vary significantly from one fund to another. As a result, it is important to have a complete understanding of the investment strategies and underlying products from which a mutual fund derives its value to evaluate the risks. These risks are outlined in full in the mutual fund's

prospectus, which we urge you to read. Complex funds in particular are subject to a number of risks, including increased volatility and greater potential for loss, and are not suitable for all investors. Before investing in any mutual fund, you should read its prospectus and discuss your investment goals and objectives with your Financial Advisor.

\* Source: [icifactbook.org/fb\\_data.html](http://icifactbook.org/fb_data.html)

### **Funds for Sophisticated Investors**

Non-traditional mutual funds are not suitable for all investors. They are designed for sophisticated investors who:

- Understand the risks associated with the use of leverage and other complex strategies
- Understand the consequences associated with daily leveraged investment results
- Accept the risks and volatility associated with investing in complex mutual funds
- Intend to actively monitor and manage their investments on a daily basis

### **Non-Traditional Mutual Funds**

These funds are speculative in nature, seek to replicate the market performance of an underlying index, and use sophisticated investment strategies to provide a positive or negative multiple of that fund's or benchmark's performance on a daily or monthly basis. Non-traditional mutual funds commonly employ short selling and leverage by using total return swaps, futures contracts and options to seek to achieve the desired investment exposure.

Non-traditional mutual funds may be "leveraged" or "inverse," as defined below. They function like traditional mutual funds but offer leverage, may perform inversely to the index or benchmark they track, or do both. These non-traditional mutual funds generally rebalance daily, although some rebalance monthly. They are complex financial instruments designed to meet a stated investment objective, although their performance can change significantly from their stated objective on a daily or monthly basis, depending on the trading session.

### **Leveraged mutual funds**

Leveraged mutual funds attempt to track a multiple of the daily (or monthly) returns of the index or benchmark they track, usually by using total return swaps. A leveraged mutual fund may be two-times (2x) or three-times (3x) leveraged, or a similar positive multiple (2.5x), which means it attempts to provide two times, three times or two-and-a-half times the daily index return or loss, respectively. For instance, the double-leveraged mutual fund seeks to provide a 2% gain on that daily return for each 1% increase in the fund's return. Conversely, if the fund drops 1%, your loss, in theory, would be 2% for that given day, assuming the mutual fund is rebalanced daily.

### **Inverse mutual funds**

Some leveraged mutual funds are inverse, or "short" funds, meaning that they seek to deliver the opposite of the performance of the index or benchmark they track. An inverse

mutual fund generally engages in trading strategies, such as short selling, or enters into total return swap agreements and futures contracts. An inverse mutual fund seeks to deliver the inverse (-1x) of the index's performance, whereas a one-and-a-half times (-1.5x), two times (-2x) or similar negative multiple-leveraged inverse mutual fund seeks to deliver the specified multiple that is opposite of the index's performance.

Both leveraged and inverse non-traditional mutual funds are speculative trading vehicles, and so they are not suitable for investors who are interested in a buy-and-hold strategy, particularly in volatile markets. The effects of mathematical compounding can grow significantly over time, leading to scenarios whereby performance over the long run can differ significantly from the performance of their underlying fund or benchmark during the same period of time.

Although these products are fundamentally similar to traditional mutual funds, they are not long-term investments. As mentioned above, non-traditional mutual funds are trading vehicles and, as such, generally offer exchange privileges with limited holding periods or transaction fees within the same share class.

Generally, non-traditional mutual funds anticipate that investors will frequently redeem or exchange shares of the funds, which may cause the non-traditional mutual funds to experience high portfolio turnover, resulting in higher transaction costs. Large movements of assets into and out of the funds may negatively affect a fund's ability to achieve its investment objective. As a result, these products are subject to a number of risks that transcend those of traditional mutual funds.

*Mutual funds are sold by prospectus. The prospectus contains information you should carefully consider, including the fund's investment objectives, risks, charges and expenses and other important information about the investment company. Your Financial Advisor can provide you with a free prospectus upon request for any mutual fund you may be considering. You should read it carefully before investing.*

### **Target-Date Mutual Funds**

A "target-date" mutual fund (also known as a "life-cycle" or "age-based" fund) is designed to provide a simplified investment strategy through a single investment. The goal of these funds is to actively manage the underlying portfolio by focusing on a particular time horizon based on a date in the future (such as 2020, 2030 or 2040), and adjusting the asset mix in the portfolio, the inherent level of risk and the volatility as the target date approaches. Because these funds have an enhanced asset allocation component and are often composed of several individual funds, the expenses are generally higher than traditional funds.

Target-date funds generally consist of a blend or bundle of existing mutual funds. This "fund of funds" concept may provide greater diversification, but it may do so at the cost of higher ongoing fees and expenses

associated with the underlying investments.

The mutual fund manager formulates the investment strategy and approach to risk for each fund. Therefore, the allocation and performance of one fund may be noticeably different than the allocation and performance of another with the same targeted date.

If you consider investing in one of these funds, be sure to assess the fund details and make sure that its objectives and holdings are consistent with your risk tolerance and personal investment objectives. Target-date funds should not be selected based solely on age or retirement date. They do not provide a guaranteed return and do not guarantee protection of principal. In addition, target-date funds' asset allocations may be subject to change. They may not meet their stated investment objectives and goals, and may lose money. These funds should be reviewed on a periodic basis to ensure that they remain consistent with your overall investment objectives.

### Fixed Income mutual funds

Fixed income funds, also known as bond funds, are a type of mutual fund that invests primarily in a portfolio of bonds or similar debt securities in order to pursue a particular investment objective. Bond funds may invest in a specific type of bond, or a mix of bonds or investments such as government, municipal, convertible and zero-coupon bonds as well as mortgage-backed securities.

Bond funds have unique risks and characteristics, and can lose value especially in periods of rising interest rates. The inverse relationship associated with traditional bond prices and yields also applies to bond funds. When interest rates rise, the bond prices fall and correlated bond fund values may drop as well. The opposite is true as well; if interest rates and bond yields fall, then bond prices could rise. Therefore, the underlying bonds held in a bond fund are subject to credit, interest rate, reinvestment, prepayment and liquidity risk, which may be reflected in the bond funds net asset value. It is important to note that the fees and expenses of the mutual fund can erode the interest rate and net asset value of a bond fund, thus reducing the return to the investor.

Bond funds do not have a fixed maturity date. The lack of a fixed maturity date and potential investors' demands for redemption are factors that may also have a negative impact on the funds NAV and share price. The net asset value of a bond fund may be affected by a number of factors related to the underlying securities including but not limited to, credit quality, duration, liquidity and security structure.

Municipal bond funds are funds that invest primarily in tax-free municipal securities and are subject to the creditworthiness of their issuers. Although income from municipal securities is generally free from federal taxes and state taxes for residents of the issuing state, capital gains, if any, will be subject to taxes. Income for some investors may also be subject to the Federal Alternative Minimum Tax (AMT). Municipal bond funds are subject to the same risks as their underlying municipal securities. Economic issues may affect the performance of the municipal bond issuer. As a result, principal

is at risk or subject to fluctuation. For instance, if the underlying municipality defaults or the security is downgraded, then the value of your portfolio may also decrease. Some single-state municipal bond funds may offer tax benefits, but may lack the diversification of a fund that invests in multiple-state issues such as a multi-state or national fund.

*You should not buy a fixed income fund based solely on the yield. It is important to consider all risks and characteristics of a bond fund when making your investment decisions.*

### High yield and floating rate mutual funds

High yield and floating rate mutual funds both invest primarily in *below investment grade* securities (sometimes called junk bonds). The securities held within high yield and floating rate funds are often rated below investment grade by one or more of the nationally recognized statistical rating organizations or may not be rated by a rating agency.

These funds take on the risks of the underlying instruments held in the fund portfolio. For instance, the "floating rate" indicates that the interest rate tied to the underlying instruments will rise and fall, or float, with the variable rate changes and market conditions. These interest rates usually adjust every 30-90 days. Investors should take interest rate spreads, credit quality, and collateral into account when considering the fund's portfolio.

High yield and floating rate funds are considered speculative and carry increased risks of price volatility, underlying issuer creditworthiness, illiquidity and the possibility of default in the timely payment of interest and principal, which may affect the value of your portfolio. These funds do not maintain a stable net asset value and should not be considered cash alternative funds. You can lose money in these funds. Unlike money market mutual funds the investment objective is not to maintain a stable net asset value. For more information about individual high yield bonds, please read **A Guide to Investing in High Yield Bonds by Wells Fargo Advisors** ([www.wellsfargoadvisors.com/guides](http://www.wellsfargoadvisors.com/guides)).

### Complex Mutual Funds

Some mutual funds employ complex and specialized investment strategies. These funds commonly invest in alternative investments such as commodities, foreign currencies, and derivatives, and may employ a flexible approach to invest widely across asset classes and use complicated and aggressive investment strategies such as leveraging and short selling to manage their portfolios.

The level and type of risk associated with complex mutual funds may vary significantly from one fund to another. It is important to have a broad understanding of the investment strategies and underlying products from which a complex mutual fund derives its value in order to evaluate its risks. Complex funds are subject to a number of risks including increased volatility and greater potential for loss and are not suitable for all investors.

### Money Market Mutual Funds

A money market fund is an open-end mutual fund that is required to invest in low-risk short-term securities, which may include municipal securities. Money market funds are generally liquid due to the short-term nature of their underlying investments and are typically used by investors who have a low risk tolerance. Investors interested in a conservative alternative for their discretionary money may find that money market mutual funds may allow for preservation of capital, liquidity and return on principal. History, however, has shown that investing in money market funds is not without risk. Typically, money market funds try to keep their net asset value (NAV) at a constant \$1.00 per share. This stability and per-share NAV is implied, but not guaranteed.

Cash sweep programs utilizing money market funds allow your otherwise uninvested cash holdings to "sweep" automatically from your brokerage account into a money market fund sweep program that offers SIPC insurance.\* These sweep options are generally considered lower risk and are liquid in nature, giving investors the ability to potentially earn a return on cash holdings or funds being set aside for a future purchase.

An investment in a money market fund or a cash sweep program differs from having a traditional bank deposit money market account and is not insured by the Federal Deposit Insurance Corporation (FDIC). Similar to bond funds, money market funds and sweep program options carry fund operating expenses not associated with an individual fund and are subject to the risks discussed above as well as manager risk. Before investing in any money market fund or cash sweep program, you should discuss your investment goals and objectives with your Financial Advisor and understand the features, characteristics, risks and costs associated with the investment vehicle. For more information on money market mutual funds and cash sweep programs, contact your financial advisor, or read **A Guide to Investing in Cash Alternatives by Wells Fargo Advisors** ([www.wellsfargoadvisors.com/guides](http://www.wellsfargoadvisors.com/guides)).

\* SIPC does not insure the quality of investments or protect against losses from fluctuating market value.

### Which share class is right for you?

Before choosing a share class, consider the following questions:

- How long do I plan to hold the fund?
- How much money do I intend to invest?
- Will I be purchasing more shares in the future?
- What expenses will I pay for each class?
- Do I qualify for any sales charge discounts?

Talking with your Financial Advisor about these questions will help you make an informed decision when determining which share class(es) match your needs, resources and time horizon.

### Costs of Investing in Mutual Funds

In addition to including information about a fund's objectives, risks and other

characteristics, a fund's prospectus also includes a fee table listing the charges you pay, which include sales charges and annual operating expenses. You can pay these charges in a variety of ways, depending on the share class you choose. We also describe fee-based accounts and mutual fund switches below.

## Sales Charges

These charges provide compensation for the fund company, Wells Fargo Advisors and your Financial Advisor, who helps you select funds to pursue your investment objectives. Most sales charges are either "front-end" (charged when you buy shares) or "back-end" (charged when you sell). A back-end charge is also called a "contingent deferred sales charge (CDSC)," because as you hold your shares for longer periods the charge is reduced or eliminated.

## Operating expenses

Many of the costs associated with running a mutual fund are operating expenses - or, simply put - the cost of doing business. Included in fund operating expenses are management fees, 12b-1 fees,<sup>1</sup> shareholder mailings and other expenses. Operating expenses are not paid directly as a fee, but they are deducted from the fund's assets, so they reduce investment returns.

It is important to note that, generally, non-traditional mutual funds incur higher overall expenses due to periodic rebalancing and the use of complex investment strategies. The fund's prospectus will note the fund's expense ratio (a measure of what it costs an investment company to operate a mutual fund, expressed as a percentage of the fund's net assets), which helps you compare the annual expenses of various funds.

## Redemption Fees

A short-term redemption fee may be charged when shareholders redeem their mutual fund shares early. This fee may be charged regardless of the initial sales charge paid. Redemption fees are designed to discourage frequent trading in mutual funds and to offset the costs associated with those trades. These fees are paid directly to the mutual fund company and not to the Financial Advisor. Each fund's rules about short-term redemption are different. It is important to check the mutual fund's prospectus for the specific redemption period and schedule of fees.

## Share Class

Typically, a mutual fund offers more than one "class" of its shares to investors. Each class represents a proportionate amount of ownership in the mutual fund's portfolio. Each share class will charge different fees and expenses, depending on the class you choose, and these fees can affect the return of your investment over time. Although there are many different classes of mutual fund shares, the most common are "Class A," "Class B" and "Class C," which are explained in more detail below.

**Class A shares** - These are sometimes simply called "A shares" and typically impose a front-end sales charge (a fee charged when you first buy a mutual fund) that is deducted

from your initial investment. The operating expenses of the fund are generally lower for A shares than for B or C shares. You should also be aware that most funds offer discounts (called "breakpoint discounts") on the front-end sales charge for large investments - so as the size of your total investment within a fund family increases, the sales charge may decrease.

Also, most domestic mutual fund families allow investors to aggregate holdings in related accounts to reach a breakpoint (and so receive a discount). This is called "rights of accumulation (ROA)." Those breakpoints typically occur at \$25,000, \$50,000, \$100,000, \$250,000, \$500,000 and \$1 million but may vary with the fund.

Finally, most fund families permit investors to sign a "letter of intent (LOI)" indicating an intention to invest a certain amount in the fund over a certain period of time, entitling them to a breakpoint discount at lower initial levels of investment. Each fund's rules about ROAs and LOIs differ, and so it is important to ask your Financial Advisor about the particular fund family's rules before investing to make sure you receive any available discounts.

**Class B shares** - Class B shares typically do not have a front-end sales charge and impose higher annual operating expenses than A shares. Although B shares do not impose a front-end sales charge, it is important to note that they are not "no-load" funds (see the definition below). This is because B shares normally impose a CDSC, which you pay if you sell your shares within a certain number of years. The CDSC generally gets smaller each year and usually is eliminated after the seventh or eighth year.

Some B shares may convert to A shares at that point.

In view of the CDSC and lack of breakpoints, investors often find B shares to be most appropriate when investing modest amounts for longer periods. In situations where B shares do not convert to A shares and the operating expenses remain at a higher level, B shares may not be the most economical choice over longer holding periods. Many fund companies permit investors to aggregate B share and C share positions with new A-share purchases to obtain breakpoints. As a best practice, Wells Fargo Advisors has set limits to help ensure that the best interest of clients is served whatever the purchase size may be.

**Class C shares** - Typically, class C shares do not have a front-end sales charge and generally impose a lower CDSC than B shares, often 1% for 1 year. Like B shares, C shares normally impose higher annual operating expenses than A shares - but, unlike some B shares, they typically do not convert to A shares. If you buy a C share, the sales charge is applied annually to the expense ratio. Investors who want flexibility and who have a shorter investment time horizon may find that C shares best meet their needs; however, not all fund families offer C shares.

C shares are generally most appropriate for investors who want more flexibility in constructing and managing a diversified portfolio. When taking into consideration the

total costs and expenses of C shares, investors should think carefully about whether C shares are an appropriate investment class for their investment goals. Once again, Wells Fargo Advisors has set limits to help ensure that the best interest of clients is served, regardless of the purchase size.

**Class I shares** - These are an institutional share class that are typically sold without a sales charge and offer lower annual costs and management expenses than traditional share classes like A, B and C shares. Furthermore, I shares generally do not feature a CDSC for the sale of your shares. As a result of these lower costs and expenses, I shares are typically offered at a much higher minimum investment amount than class A, B or C shares.

**No-load shares** - Although no-load shares do not carry either front- or back-end sales charges, they do impose ongoing fees and expenses. If you purchase or sell no-load funds through a brokerage account, you may pay a transaction fee to Wells Fargo Advisors. This transaction fee may be charged by Wells Fargo Advisors to cover costs incurred while placing the trade with the mutual fund company on your behalf, and sending trade confirmations and statements. Keep in mind that other fees and expenses apply to ongoing investment in mutual fund shares and that these are described in the fee table in the prospectus.

## Expense Fund Analyzer

To compare expenses by share class, you may want to use the Fund Analyzer tool provided by the Financial Industry Regulatory Authority (FINRA) at <http://apps.finra.org/fundanalyzer/1/fa.aspx>. This fund and expense calculator is not available for offshore funds.

## Advisory Fee-Based Accounts

Investors can also buy mutual funds through fee-based accounts. At Wells Fargo Advisors, these accounts include discretionary and non-discretionary investment advisory fee-based programs. Instead of paying a sales charge or commission on each transaction, you pay an annual fee based on a percentage of the account's value, which is billed quarterly. Annual fund operating expenses still apply.

These programs offer funds as either institutional, advisory, no-load shares or A shares, where the front-end sales charge is waived. I and Advisory share classes are commonly made available in Wells Fargo Advisors' advisory programs.

These programs and accounts also provide other benefits and features that may not be available in a traditional Wells Fargo Advisors brokerage account. Therefore, the total cost of purchasing and holding a fund in these programs may be more than in a traditional brokerage account.

Fee-based programs are generally not designed for excessively traded or inactive accounts and may not be suitable for all investors.

<sup>1</sup> The fund company takes 12b-1 fees out of the fund's assets each year for marketing and distribution expenses, which may include compensating Financial Advisors or other investment professionals.

## **Mutual Fund Switches**

As your objectives change, you can switch among the mutual funds in the mutual fund family whose objectives most closely meet your needs, without incurring an additional sales charge. Staying within the same mutual fund family may be preferable, because switching from one mutual fund family to another may involve additional costs or fees.

On the other hand, there may be legitimate reasons to switch to a mutual fund in another mutual fund family, or another type of investment product, such as a variable annuity or unit investment trust, when the original mutual fund family does not offer the type of investment product you are interested in.

If you do choose to switch to a mutual fund in a different mutual fund family or to another type of investment, and your account is based on commission, you will most likely incur a sales charge on the new investment. In addition to the new sales charge, you will be subject to a new redemption period if you switch into share classes that have CDSCs, such as B and C shares. In those instances when a mutual fund switch to a different mutual fund or to another investment product will result in a new commission being charged, you will receive a mutual fund switch letter. This letter discloses general information regarding your switch, including the potential availability of an exchange within your existing open-end mutual fund family, as well as the possibility of additional costs and expenses.

You should also be aware that there may be tax consequences related to your sale, redemption or exchange of mutual fund shares. If you have questions about the possible tax consequences of a sale, redemption or exchange of your mutual fund shares, you should consult your tax advisor prior to making any such investment decision.

It is also important for you to consider how your overall investment may be affected by a mutual fund switch, depending on the type of fund you own.

## **Additional Considerations when Purchasing Mutual Funds**

Another factor that affects your costs is how you invest in mutual funds. For example, if you open and maintain your retirement account directly with a mutual fund company, you may qualify for benefits, such as net asset value (NAV) privileges, ROA and breakpoint discounts (both described above). However, if you open and maintain your retirement account with Wells Fargo Advisors, you may forfeit your right to these benefits and privileges. As a result, your costs associated with the retirement plan and mutual fund purchases may be greater if you invest through our firm.

Prior to investing in a mutual fund, you should explore whether you qualify for any of these benefits and consider investing directly with the fund company rather than with the assistance of your Financial Advisor.

You will be assessed a transaction fee (a fee paid to process a trade) for purchases and sales of both load and no-load mutual funds through Wells Fargo Advisors. You will be assessed an accommodation fee for no-load

funds purchases only; however, this fee does not apply to eligible trades in fee-based accounts. Mutual funds offered by Wells Fargo Advisors may be purchased in an advisory account without a ticket charge or by processing the transaction with a check and application sent directly to the mutual fund company. Every mutual fund offered by Wells Fargo Advisors may be purchased without a ticket charge by processing the transaction with a check and application sent directly to the mutual fund company. Your Financial Advisor does not receive compensation from the transaction fee or accommodation fee.

*Feel free to ask your Financial Advisor how he or she will be compensated for any mutual fund transaction.*

## **RISKS**

Mutual funds are generally actively managed. Fund managers may purchase or sell securities in the fund portfolio in an attempt to take advantage of changing market conditions. It is possible for a mutual fund to hold securities, even though their market value and dividend yields may have changed.

A mutual fund may carry the same investment risk as the securities within the fund. Securities in a fund portfolio may depreciate, and the fund may not achieve its intended objective. In addition, each mutual fund is subject to specific risks that vary depending on the fund's investment objectives and portfolio composition.

Non-traditional mutual funds are complex products, and are subject to a number of risks that transcend those of traditional mutual funds and other risks discussed in this guide. Consequently, these funds should only be purchased by sophisticated investors who understand the speculative nature of these investments.

Before making an investment in a non-traditional mutual fund, you should consider all the risks associated with, but not limited to, your financial ability to purchase complex products in volatile markets. Other factors to consider include how periodic rebalancing may increase your exposure in response to the day's gains or reduce your exposure in response to the day's losses, and the fact that some funds are not intended to be held long term. In addition, some non-traditional mutual funds may be thinly traded, which could affect your ability to sell your shares quickly. Finally, non-traditional mutual funds may enter into various total return swap agreements with different counterparties. If the counterparty engaged in a swap agreement becomes unable to deliver its share of the contract, it will default on the swap, which will negatively affect the value of the non-traditional mutual fund.

Each type of mutual fund offers unique risks and characteristics. Please refer to each fund's prospectus for additional details.

## **INVESTOR CHARACTERISTICS**

Selecting the appropriate program and mutual funds for your investment objectives involves a number of factors, such as fund strategies, fund performance history, risks, investment time horizon, fees and expenses, and portability, among others. You should review any program's disclosure document

as well as a fund's share classes, as detailed in the fund prospectus, to fully evaluate your options.

In addition, you should be aware that certain mutual funds may not be transferable from one investment firm to another. As a result, if you or your Financial Advisor changes investment firms, you may need to choose to liquidate these products, which may incur additional fees or tax consequences. In some instances, it may be prudent to leave these mutual funds at the previous firm rather than transfer them.

It is important to remember that you are not required to sell such mutual funds when you or your Financial Advisor changes firms. You can open an account with the new firm and transfer only the mutual funds you wish to move. It is not required that you move everything in your previous account or liquidate mutual funds that are not transferable.

To make the decision that is most appropriate for your financial situation, you should talk with your Financial Advisor.

## **HOW YOUR FINANCIAL ADVISOR AND WELLS FARGO ADVISORS ARE COMPENSATED ON MUTUAL FUNDS**

For helping you choose mutual funds, Wells Fargo Advisors and your Financial Advisor are paid in ways that vary with the type of fund (equity or fixed income), the amount invested and the share class.

- As mentioned above, Wells Fargo Advisors is paid by the fund family from the fees you pay. Part of that payment then goes to your Financial Advisor.
- For most purchases, a Financial Advisor's compensation is based on a compensation formula applied (for A shares) to the front-end sales charge described in the fund's prospectus, or (for B and C shares) to the selling fee (known as a "sales concession"), which is set and paid by the fund family.
- Ongoing payments (known as "residuals" or "trails") on mutual fund shares are set by the fund family and generally paid to Financial Advisors.
- In certain fee-based accounts, Financial Advisors' compensation is based on a percentage of the assets in the account, rather than on concessions or trails as mentioned above.

The compensation formula to determine the amount of payment to your Financial Advisor is the same for all mutual funds. However, some funds may carry higher sales charges than others, and that may create an incentive for Financial Advisors to sell such funds.

Offshore mutual funds also normally carry asset-based service fees. These service fees are assessed by the mutual fund company and paid to Wells Fargo Advisors, which may pass them to your Financial Advisor as part of his or her compensation. These fees vary by fund company, fund and share class, and can be as low as 0.25% or as high as 1.5% annually. For more information, please read the prospectus carefully.

Wells Fargo Advisors, which is a non-bank affiliate of Wells Fargo & Company, may

enter into certain direct or indirect compensation arrangements with other Wells Fargo & Company affiliates. For example, Wells Fargo Advisors and its affiliates typically receive compensation or credit in connection with the referral of certain business among Wells Fargo & Company subsidiaries, including the sale of mutual funds.

#### **ADDITIONAL COMPENSATION RECEIVED BY WELLS FARGO ADVISORS FROM MUTUAL FUND COMPANIES**

In addition to the transaction-based commissions received by Wells Fargo Advisors and your Financial Advisor, Wells Fargo Advisors receives compensation paid by the fund companies, not related to individual transactions, for the ongoing account maintenance, marketing support, educational and training services performed by Wells Fargo Advisors in support of mutual fund sales. This “*non-commission*” compensation received by Wells Fargo Advisors from fund companies can be broken down into five general categories:

- Networking and omnibus services compensation
- Revenue sharing
- Intra-Company compensation arrangements
- Training and education support
- Other compensation for general services provided to funds

This additional cash compensation may influence the selection of mutual funds that Wells Fargo Advisors and Firm associates offer or recommend. Wells Fargo Advisors reserves the right to restrict the mutual fund companies that we offer to clients based on payment of additional cash compensation.

Please note that these compensation arrangements are described in varying levels of detail in the prospectus and the Statement of Additional Information (SAI), which is a supplementary document to the prospectus, for each mutual fund offered by Wells Fargo Advisors. We included this section in this guide to provide you with enhanced disclosure about the compensation arrangements between Wells Fargo Advisors and mutual fund companies, in particular, as well as any associated potential conflicts of interest.

#### **Networking and omnibus and platform services fees**

These fees are designed to compensate Wells Fargo Advisors for providing varying degrees of customer account and administrative services for those Wells Fargo Advisors’ customer accounts holding mutual funds. The following are examples of networking, omnibus and platform services: the processing of purchases, redemptions and exchanges; check processing; dividend reinvestments; preparation and mailing of consolidated account statements; delivery of fund proxies and shareholder materials; tax reporting; maintaining ownership records; and other sub accounting and record-keeping services.

The compensation paid for networking, platform and omnibus services is negotiated separately with each fund company and each individual fund. If a client owns multiple funds in one fund family, Wells Fargo Advisors

generally receives networking, omnibus and platform services compensation for each individual fund. The compensation paid for networking, omnibus and platform services may be considered revenue sharing.

*Wells Fargo Advisors may receive networking compensation based on a dollar amount per year, per client account with an individual fund or based on a percentage of assets in a fund. Networking compensation is paid at a rate up to \$12 per year, per client account or at a rate of up to 12 basis points on assets.*

Compensation paid to Wells Fargo Advisors for omnibus services is generally higher than networking compensation because Wells Fargo Advisors is required to perform a more extensive array of services to clients and the fund for omnibus accounts.

*Wells Fargo Advisors may receive omnibus compensation based on a dollar amount per year, per client account with an individual fund or based on a percentage of assets in a fund. Omnibus compensation is paid at a rate up to \$25 per year, per client account or at a rate of up to 25 basis points on assets.*

*In certain advisory accounts, Wells Fargo Advisors or its clearing agent may receive compensation from the funds or their advisors for the execution of purchases of fund shares or the performance of clearance, settlement, custodial or ancillary other functions (including, without limitation, record-keeping, sub-accounting, shareholder communications, administrative and similar services provided to a fund). Collection of such fees received by Wells Fargo Advisors or its clearing agent will vary, depending on the percentage paid pursuant to the Fund’s Rule 12b-1 plan, or as otherwise agreed to by Wells Fargo Advisors, its agent and the fund. The fees described in this paragraph will not exceed a maximum of 0.55% per year of the value of assets invested in a fund, and may include a fixed charge not to exceed \$20 per shareholder account with the fund. In the case of accounts subject to ERISA, any fees described in the preceding paragraph paid to Wells Fargo Advisors or such affiliate (or such other person) will be credited against the account fees otherwise payable by the client under the program agreement.*

Revenue Sharing Revenue sharing is paid to Wells Fargo Advisors for providing continuing due diligence, training, operations and systems support and marketing to Financial Advisors and clients with respect to mutual fund companies and their funds. Wells Fargo Advisors receives revenue sharing payments from mutual fund companies available in both transaction-based and/or investment advisory programs.

Revenue sharing fees are usually paid by the fund’s investment advisor, or an affiliate, as a percentage of Wells Fargo Advisors’ aggregate value of client assets invested in the funds. In certain instances, revenue sharing may be paid as a percentage of annual new sales to clients, or as a combination of a percentage of new sales and a percentage of aggregate client assets. The percentage amounts are typically established in terms of basis points, which are equal to one one-hundredth of 1%. For example, if Wells Fargo Advisors receives 10 basis points in revenue sharing for a given fund, it would receive \$10 for each \$10,000

of total assets in client accounts in the fund.

Wells Fargo Advisors receives different revenue sharing rates from each fund family, and may receive different revenue sharing rates for certain funds within a particular fund family.

*Fund companies pay Wells Fargo Advisors revenue sharing compensation at an annual rate of up to 20 basis points on aggregate client assets (on a \$10,000 client position, 20 basis points equals \$20 per year).*

However, certain funds may pay Wells Fargo Advisors a negotiated, fixed annual amount for revenue sharing, regardless of the amount of assets held in client accounts or in new sales to clients.

In addition to receiving revenue in connection with the sale of mutual funds, Wells Fargo Advisors receives revenue sharing in connection with the sale of offshore funds, variable annuities and unit investment trusts.

*Offshore funds, which are generally not available to U.S. investors, have different expense structures than domestic funds and pay revenue sharing at annual rates of up to 55 basis points on aggregate client assets (on a \$10,000 client position, 55 basis points equals \$55 per year).*

*In addition to the transaction-based commissions received by Introducing Firm and your Financial Advisor, Clearing Firm receives compensation paid by mutual fund companies and/or their affiliates, not related to individual transactions, for the ongoing account maintenance, marketing support, educational and training services in support of mutual fund sales conducted by Introducing Firm.*

#### **Intra-Company compensation arrangements**

Wells Fargo Advisors also receives compensation from other Wells Fargo & Company subsidiaries including Wells Fargo Advantage Funds, a mutual fund family. The revenue sharing received by Wells Fargo Advantage Funds is at an annual rate of up to 20 basis points on aggregate client assets. In addition to this compensation, Wells Fargo Advisors may also receive direct compensation or indirect accounting credits in connection with the referral of certain business among Wells Fargo & Company subsidiaries. These intra-company arrangements include payments or credits to Wells Fargo Advisors for financial, distribution, administrative and operational services that it provides to affiliated mutual funds, their investment advisers or distributors. Wells Fargo Advisors has compensation arrangements in place for assets under management in the Wells Fargo Advantage Funds fund family. As a result of these arrangements, Wells Fargo Advisors may benefit from increased sales of affiliated funds and products to a greater extent than from increased sales of funds and other investment products provided by other firms in which they do not have a similar economic interest.

#### **Training and education compensation**

Wells Fargo Advisors offers multiple ways for mutual fund families to provide training and education to our Financial Advisors. This training and education may be offered in local

branch offices or in larger group settings, including at the national level. Certain mutual fund families have agreed to dedicate resources and funding to provide this training and education at our nationally-organized events. This commitment could lead our Financial Advisors to focus on the mutual funds offered from these mutual fund families versus the mutual funds offered by families which are not represented during these training and education support sessions. Wells Fargo Advisors selects the mutual fund families that participate in the training and education events based on a variety of qualitative and quantitative criteria. The subset of mutual fund families that offer this support and participate in nationally-organized training and education events may change periodically.

Mutual fund companies may also provide compensation to offset or reimburse Wells Fargo Advisors for costs incurred in conducting comprehensive training and educational meetings for its Financial Advisors. These meetings or events are held to teach Financial Advisors about the product characteristics, sales materials, suitability, customer support services and successful sales techniques as they relate to various mutual funds.

Likewise, from time to time, product sponsors will reimburse Wells Fargo Advisors for expenses incurred by individual branch offices in connection with conducting training and educational meetings, conferences or seminars for Financial Advisors and customers.

Also, Financial Advisors may receive promotional items, meals or entertainment or other non-cash compensation from product sponsors.

Although training and education compensation is not related to individual transactions or assets held in client accounts, it is important to understand that, due to the total number of product sponsors whose products are offered by Wells Fargo Advisors, it is not possible for all mutual fund companies to participate in a single meeting or event. Consequently, those product sponsors that do participate in training or educational meetings, seminars or other events gain an opportunity to build relationships with Financial Advisors; these relationships could lead to additional sales of that particular fund company's products.

#### **Additional compensation for general services provided to funds**

Fund companies compensate Wells Fargo Advisors and its affiliates for certain business services that Wells Fargo Advisors provides to the funds in connection with their day-to-day operation. The range of services that Wells Fargo Advisors and its affiliates provide to these investment advisors includes investment banking, research and trading. Wells Fargo Advisors also has a dedicated institutional sales force that specializes in facilitating trading for institutional investors, which may include portfolio managers of mutual funds that are sold by Wells Fargo Advisors. Wells Fargo Advisors is compensated for the services provided in connection with these relationships, and the compensation received may vary from fund to fund and advisor to advisor.

#### **POTENTIAL CONFLICTS OF INTEREST ASSOCIATED WITH ADDITIONAL COMPENSATION ARRANGEMENTS**

It is important for clients to understand that compensation received for networking and omnibus and platform services, revenue sharing, training, education and other services varies from fund family to fund family and even from fund to fund within a particular family. Accordingly, a potential conflict of interest exists when Wells Fargo Advisors receives more compensation from one fund family (or from one fund) than it receives from peer fund families (or from peer funds).

Wells Fargo Advisors has adopted policies reasonably designed to control and limit these potential conflicts of interest. These policies include, but are not limited to, the following:

- Require networking, omnibus, platform service fees and revenue-sharing agreements to be in writing, and prohibit agreements or provisions that call for Wells Fargo Advisors to provide preferential marketing and promotional treatment to a fund family as a condition of paying or receiving networking, omnibus, platform service fees or revenue sharing fees.
- Prohibit the sharing of any portion of networking fees, omnibus fees, revenue sharing fees or intra-company compensation with Financial Advisors in their role as a Financial Advisor.
- Require the mutual fund distributor or advisor to directly compensate Wells Fargo Advisors for revenue sharing by wire transfer or check, and prohibit funds and their portfolio managers from directing investment portfolio trades to Wells Fargo Advisors as "indirect" compensation for revenue sharing.
- Require reimbursement payments for general educational and training expenses and for expenses associated with conducting individual branch office training, and educational activities to be recorded and approved.
- Limit the annual dollar value of gifts or other non-cash items that mutual fund companies and their representatives can provide to Financial Advisors.

To help increase transparency concerning these compensation relationships, you will find a list of all the fund families that pay Wells Fargo Advisors networking, omnibus, platform services and/or revenue sharing compensation in a table on the last pages of this guide.

In addition to those funds listed in the table, it is important for you to understand that almost every fund that is sold by Wells Fargo Advisors provides some degree of educational, training or other noncash compensation to Wells Fargo Advisors and its Financial Advisors. For example, if you attend training or educational meetings with your Financial Advisor and a representative of a mutual fund is in attendance, you should assume that the mutual fund has paid or reimbursed Wells Fargo Advisors for part of the total costs of the meeting or event.

Wells Fargo Advisors offers a wide variety of fund families for our Financial Advisors to sell or recommend, including funds that do not compensate Wells Fargo Advisors for any or all of the services above. The payment of

revenue sharing or any other compensation is not a prerequisite for a fund to be made available through Wells Fargo Advisors. However, Wells Fargo Advisors, in its discretion, reserves the right in the future to limit mutual fund companies that do not adequately support the firm's sales efforts or meet other economic criteria.

#### **Wells Fargo Advisors Incentive Programs**

From time to time, Wells Fargo Advisors initiates incentive programs for all its team members, including Financial Advisors. These programs include, but are not limited to, the following: programs that compensate associates for attracting new assets and clients to Wells Fargo Advisors or referring business to its affiliates (such as referrals for mortgages, trusts or insurance products); programs that reward associates for promoting investment advisory services; preparing Envision® investor reviews; participating in advanced training; improving client service; and programs that reward Financial Advisors who meet total production criteria.

Financial Advisors who participate in these incentive programs may be rewarded with cash and/or non-cash compensation, such as deferred compensation, bonuses, training symposiums and recognition trips. Portions of these programs may be subsidized by external vendors and Wells Fargo Advisors affiliates, such as mutual fund companies, insurance carriers or money managers. Therefore, Financial Advisors and other associates have financial incentives to recommend the programs and services included in these firm-sponsored incentive programs rather than other available products and services offered by Wells Fargo Advisors.

#### **AFFILIATE RELATIONSHIPS WITH MUTUAL FUND COMPANIES**

Wells Fargo & Company (Wells Fargo), one of the largest financial holding companies in the United States, provides a wide range of financial services to various mutual fund companies through its subsidiaries and affiliates, including Wells Fargo Advisors. These other relationships provide financial and other benefits to Wells Fargo as well as Wells Fargo Advisors. These relationships include the following services

- Wells Fargo Advisors, through its affiliates, provides investment management and other services to our affiliate, the Wells Fargo Advantage Funds family of mutual funds.
- Wells Fargo, through its affiliates, distributes the Wells Fargo Advantage Funds (as well as unaffiliated mutual funds).
- Golden Capital Management, LLC ("GCM") is an affiliate of Wells Fargo and a sub-advisor for Wells Fargo Advantage Funds.

During the course of annual business planning, business with our affiliates is included in establishing Wells Fargo Advisors' sales goals. However, our Financial Advisors are instructed to make their recommendations independent of any such goals and based solely on the clients' objectives and needs.

Additionally, within the division that operates in Wells Fargo stores, both Financial

Advisors and Licensed Bankers can assist you with your mutual fund investment needs. A Licensed Banker is a Wells Fargo bank associate who is registered with Wells Fargo Advisors to sell only certain investment products.

Licensed Bankers may also refer you to a Financial Advisor, and they may work as a team. In these instances, both the Financial Advisor and the Licensed Banker may be compensated for the sale of a mutual fund, but the Licensed Banker may receive less through this referral arrangement than from a direct sale. Referrals and recommendations are made independent of compensation arrangements and based solely on the client's needs and objectives.

### **YOUR RELATIONSHIP WITH WELLS FARGO AND COMPANY**

Wells Fargo appreciates your confidence and wants to make your brokerage and banking relationships clear and convenient for you. Your Wells Fargo Advisors Financial Advisor may serve as your Relationship Manager not only for your brokerage accounts and services with Wells Fargo Advisors, but also for products and services with Wells Fargo Bank, N.A., including trust accounts of which you may be a beneficiary or agency accounts in which you may have an interest.

The responsibilities of Wells Fargo Advisors and your Financial Advisor, when acting in a brokerage or investment advisory capacity or in introducing you to a banking product or service, are different from the responsibilities of Wells Fargo Bank and your Financial Advisor when acting in a role as Relationship Manager for a Wells Fargo Bank trust or agency account. Your Financial Advisor, in a brokerage or investment advisory capacity may recommend or assist you with a transaction that does not concern the Wells Fargo Bank trust or agency account for which he or she will be compensated. If you decide to enter into such a transaction, you will receive specific disclosures in connection with the transaction, including all relevant information and a description of the compensation that your Financial Advisor will receive. You will have the opportunity to ask for more information about the compensation to your Financial Advisor on such a transaction.

If you have questions about any product or service offered or what role your Financial Advisor or any other Wells Fargo team member is serving, or what compensation is being paid with respect to any product or service, please ask your Relationship Manager or Financial Advisor.

Before buying any mutual fund, it is important for you to read and understand the fund's prospectus. If you have any questions about a specific fund, or the information in the fund's prospectus, contact your Financial Advisor. Additionally, to learn more about mutual funds in general, contact your Financial Advisor or visit the following Web sites:

Wells Fargo Advisors:  
[www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com)

Investment Company Institute:  
[www.ici.org](http://www.ici.org)

Financial Industry Regulatory Authority:  
[www.finra.org](http://www.finra.org)

Securities and Exchange Commission:  
[www.sec.gov](http://www.sec.gov)

Securities Industry and Financial Markets Association:  
[sifma.org](http://sifma.org)

## FUND FAMILIES WITH AGREEMENTS WITH WELLS FARGO ADVISORS - as of January 2012

|                            |                                 |                                       |
|----------------------------|---------------------------------|---------------------------------------|
| 361 Capital Fund †         | Commonwealth Fund †             | Hennessy Funds †                      |
| Aberdeen ‡                 | Cornercap †                     | Heritage †                            |
| Absolute Strategies †      | Cornerstone/Keystone ‡          | Highmark Funds ‡                      |
| Adams Harkness †           | Crawford †                      | Hillman ‡                             |
| Advisor One †              | Credit Suisse ‡                 | Homestead Funds †                     |
| AEGIS Financial Corp †     | CRA Investment Funds †          | Hotchkis & Wiley ‡                    |
| Ancora Securities †        | CRM ‡                           | HSBC ‡                                |
| AIG SunAmerica ‡           | Cullen Funds †                  | Huntington ‡                          |
| AIP Funds †                | Currency Strategies Fund †      | Hussman †                             |
| Akre Funds †               | Cushing MLP Fund †              | ICON ‡                                |
| ALPS †                     | Davidson †                      | ING ‡                                 |
| AI Frank Funds †           | Davis ‡ **                      | Integrity Funds Distributor †         |
| Alger ‡ **                 | Delaware ‡                      | Intrepid †                            |
| AllianceBernstein ‡ **     | Diamond Hill †                  | Invesco ‡ **                          |
| Allianz Global Investors ‡ | Direxion ‡                      | Investec ‡ *                          |
| Alpine ‡                   | Domini Funds †                  | Ironclad †                            |
| Amana ‡                    | Doubleline ‡                    | ISI †                                 |
| American Beacon ‡          | Dreman ‡                        | IVA Funds ‡                           |
| American Century ‡         | Dreyfus ‡                       | Ivy ‡                                 |
| American Funds ‡ ***       | Dreihaus †                      | Jacob Funds †                         |
| American Independence ‡    | DSM ‡                           | James Advantage ‡                     |
| Ameristock Funds †         | Dunham Funds ‡                  | Janus ‡ **                            |
| Ancora †                   | Duncan Hurst †                  | Jensen Fund †                         |
| Appleseed ‡                | DWS Investments ‡               | John Hancock ‡                        |
| Appleton ‡                 | Eagle Funds ‡                   | Jordan †                              |
| AQR ‡                      | Eaton Vance ‡ **                | JP Morgan ‡ **                        |
| Aquilia Group of Funds †   | Edgar Lomax †                   | Kalmar Pooled Investment †            |
| Arbitrage †                | Empiric Funds ‡                 | Keeley ‡                              |
| Archer †                   | Equinox †                       | Kensington †                          |
| Ariel Investments ‡        | Equity Investment Corp ‡        | Keystone Mutual Fund †                |
| Arrow ‡                    | Estabrook †                     | Kinetics ‡                            |
| Artio Global ‡             | Europac †                       | Ladenburg Thalman ‡                   |
| Artesian Funds ‡           | Evermore †                      | Lateef †                              |
| Ascentia ‡                 | E II Realty Securities †        | Laudus Funds †                        |
| Aspen †                    | Fairholme Funds †               | Lazard ‡                              |
| Aston ‡                    | FBP †                           | Legg Mason * / Legg Mason Partners ** |
| Auxier Focus Fund †        | FBR †                           | / Western Asset Management ‡          |
| Ave Maria †                | Federated ‡                     | Leuthold Funds †                      |
| AXA Enterprises †          | Fenimore Funds ‡                | Liberty Street Horizon Fund ‡         |
| Baird Funds †              | Fidelity Advisors ‡ **          | Lincoln (Delaware Funds) ‡            |
| Baron ‡                    | Fifth Third †                   | LKCM Funds †                          |
| Beck Mack and Oliver †     | First Eagle ‡                   | LoCorr Funds †                        |
| Berwyn †                   | First Dominion Capital †        | Loomis Sayles Funds †                 |
| BlackRock ‡ **             | Firstrhand Value †              | Lord Abbett ‡                         |
| Bogle Investment Man †     | First Pacific (FPA) †           | LSV Funds †                           |
| Boyar Value Funds †        | First Trust †                   | Madison Mosaic Funds ‡                |
| BNP Paribas ‡ **           | FMI ‡                           | Mainstay ‡                            |
| Brandes Inv. Partners ‡    | Fort Pitt †                     | Managers Investment Group ‡           |
| Brandywine Funds †         | Forum Funds †                   | Manning & Napier ‡                    |
| Bridgeway Funds †          | Forward/Kensington ‡            | Marketfield ‡                         |
| Brown Advisory Funds †     | Fountain Head †                 | Marketocracy ‡                        |
| Buffalo ‡                  | FPA Funds †                     | Marshall Funds †                      |
| Burnham †                  | Franklin Templeton ‡ **         | Marsico Fynds †                       |
| Calamos ‡                  | Fund † * Upgrader †             | Masters' Select Fund †                |
| Caldwell Orkin †           | FundVantage Trust (Estabrook) ‡ | Matthew 25 Fund †                     |
| California Funds †         | Gabelli ‡                       | Matthews Asian Funds ‡                |
| Calvert ‡                  | GE ‡                            | Memorial Funds †                      |
| Cambiar Funds †            | GKM Funds †                     | Merger Funds †                        |
| CAN Slim †                 | Golden †                        | Merk †                                |
| Catalyst Funds †           | Goldman Sachs ‡                 | Metropolitan West †                   |
| Causeway Capital ‡         | Gotham †                        | Metzler Pyden & Rygel †               |
| CM Advisors †              | Grandeur Peak †                 | MFS ‡ **                              |
| Century Funds †            | Greenspring †                   | Midas Funds †                         |
| Champlain Funds †          | Guinness †                      | Miller ‡                              |
| Chase Investment Counsel ‡ | Hansberger Global Investors ‡   | MMA Praxis Funds ‡                    |
| Chesapeake Funds †         | Harbor Fund †                   | Monteagle †                           |
| Clough China Fund †        | Harding Loevner Funds †         | Morgan Stanley ‡ *                    |
| Cohen & Steers ‡           | Hartford ‡                      | MTB ‡                                 |
| Collar Fund †              | Hatteras Capital ‡              | Muhlenkamp Fund †                     |
| Colorado BondShares †      | Heartland Funds ‡               | Munder ‡                              |
| Columbia ‡                 | Henderson Global ‡              | Mutuals.com ‡                         |

\* Offshore funds only

\*\* Includes domestic and offshore funds

\*\*\* Pays fixed amount based on a proprietary formula

‡ Both Networking/Omnibus and Revenue Sharing Agreement

† Networking/Omnibus Agreement only

|                          |                                     |                                 |
|--------------------------|-------------------------------------|---------------------------------|
| Nationwide ‡             | Rydex ‡                             | VRM †                           |
| Natixis ‡                | Satuit Funds/Rafferty Capital ‡     | Waddell & Reed/Ivy Fund †       |
| Needham Funds ‡          | Schroder Investment Management ‡ ** | Wasatch Funds †                 |
| Neuberger Berman ‡       | Schwab Funds †                      | Weitz Funds ‡                   |
| New Alternatives Fund †  | Schwartz Investment ‡               | Wells Fargo Advantage Funds ‡   |
| Nicholas Group †         | Scout ‡                             | Wentworth, Hauser and Violich ‡ |
| Nieman Funds †           | Security Funds ‡                    | Westcore Funds †                |
| Nomura ‡                 | SEI ‡                               | William Blair †                 |
| Northeast Funds †        | Seligman ‡                          | Williamsburg Government †       |
| Northern Funds †         | Sentinel ‡                          | Wilmington ‡                    |
| Northern Trust ‡         | Simple Alternatives †               | Wilshire Funds †                |
| Nuveen ‡                 | SIT Funds ‡                         | Winslow Green Mutual †          |
| Oak Associates Funds †   | Snow Capital †                      | Wintergreen †                   |
| Oakmark Funds †          | Sound Mind ‡                        | Wintrust †                      |
| Oberweis Funds †         | Sound Shore ‡                       | World Funds †                   |
| OCM Mutual Fund ‡        | Southern Sun Funds ‡                | Wright Investor ‡               |
| Old Mutual/Skandia ‡ **  | Sparrow ‡                           | WT Mutual Fund †                |
| Olstein ‡                | Stadion ‡                           | Yacktman ‡                      |
| Oppenheimer ‡            | State Street ‡                      | Yieldquest Funds †              |
| Orinda Funds †           | Steelpath †                         |                                 |
| O'Shaughnessy †          | Stephens Funds ‡                    |                                 |
| Pacific Life ‡           | Sterling Capital Fund ‡             |                                 |
| Paradigm ‡               | Stonebridge Capital †               |                                 |
| Parnassus Funds †        | Strategic Income ‡                  |                                 |
| PAX World Mutual Fund †  | Stratton Mutual Fund †              |                                 |
| Payden Rygel Funds †     | SunAmerica Asset Management †       |                                 |
| Perimeter Funds ‡        | T. Rowe Price †                     |                                 |
| Permanent Portfolios †   | Tanaka ‡                            |                                 |
| Perritt †                | Target †                            |                                 |
| PIMCO ‡                  | TCW Funds ‡                         |                                 |
| Pinebridge Mutual Fund † | Teberg †                            |                                 |
| PIA Funds †              | Texas Capital †                     |                                 |
| Pioneer ‡ **             | TFS Fund †                          |                                 |
| PMFM Managed Portfolio † | The Arbitrage Funds †               |                                 |
| PNC Funds ‡              | The Collar Fund †                   |                                 |
| Polaris †                | The Currency Fund ‡                 |                                 |
| Portfolio 21 †           | The Osterweis Fund †                |                                 |
| Primecap †               | Thesis †                            |                                 |
| Principal ‡              | Third Avenue ‡                      |                                 |
| Principal Preservation † | Thomas White Funds †                |                                 |
| ProFunds ‡               | Thornburg ‡                         |                                 |
| Prudential ‡ **          | Thompson Plumb Funds †              |                                 |
| Putnam ‡ **              | TIAA CREF - Institute †             |                                 |
| Pyxis †                  | Timothy Plan †                      |                                 |
| Quaker ‡                 | Tocqueville Funds ‡                 |                                 |
| Quant ‡                  | Torrax Funds ‡                      |                                 |
| R B B Boston Partner †   | Touchstone Funds ‡                  |                                 |
| RBC Funds ‡              | Turner Funds ‡                      |                                 |
| Rainier ‡                | Transamerica Capital ‡              |                                 |
| Renaissance Capital †    | Tweedy, Browne †                    |                                 |
| Reyolds Funds †          | UBS Global Asset Management ‡       |                                 |
| Rice Hill James †        | UMB Fund Services †                 |                                 |
| RidgeWorth ‡             | Unified Financial Services †        |                                 |
| RiverNorth Capital ‡     | US Global Investors †               |                                 |
| RiverSource ‡            | Van Eck Global ‡                    |                                 |
| Robeco ‡                 | Van Wagoner Funds †                 |                                 |
| Roosevelt ‡              | Versus Capital †                    |                                 |
| Royce ‡                  | Victory Funds †                     |                                 |
| RS Funds ‡               | Villere Funds †                     |                                 |
| Russell ‡                | Virtus ‡                            |                                 |

Funds that invest in international securities or markets can involve different risks than U.S. investments. These risks include political and economic instability, changing currency-exchange rates, non-U.S. tax implications and differences in financial-accounting standards. These factors may result in greater price volatility.

Not all products, services or investments are available for sale in all countries. The information contained in these pages is not an offer to sell or a solicitation of an offer to buy any investment mentioned herein, and no offers or sales will be made in jurisdictions in which the offer and sale of the investment is not authorized, qualified or is exempt from regulation.

### Offshore mutual funds are not authorized for sale to any U.S. person.

Wells Fargo Advisors is a non-bank affiliate of Wells Fargo & Company. Wells Fargo Funds Management, LLC is the investment advisor on each of the mutual funds within the Wells Fargo Advantage family of funds. Wells Fargo Advisors, LLC may receive compensation and indirect benefits from Wells Fargo Funds Management, LLC, Wells Fargo Advantage Funds and other Wells Fargo affiliates. Wells Fargo Bank, N.A. is an affiliate of Wells Fargo Advisors and a subsidiary of Wells Fargo & Company.

### Investment and Insurance Products:

| Not Insured by FDIC or any Federal Government Agency | May Lose Value | Not a Deposit of or Guaranteed by a Bank or Any Bank Affiliate |
|--|----------------|--|
|--|----------------|--|

Wells Fargo Advisors is the trade name used by two separate registered broker-dealers: Wells Fargo Advisors, LLC and Wells Fargo Advisors Financial Network, LLC, Members SIPC, non-bank affiliates of Wells Fargo & Company.

## 2. DISCLOSURE OF CLEARING AGREEMENT

Disclosure of the clearing arrangement is required by the New York Stock Exchange's Rule 382. FCC is the New York Stock Exchange member clearing correspondent for WFA. WFA has retained FCC to provide certain record keeping and operational services, which may include execution and settlement of securities transactions, custody of securities and cash balances, and extension of credit on margin transactions. These services are provided under a written Clearing Agreement between FCC and WFA. It is important that you understand the responsibilities of WFA and FCC under the Clearing Agreement, as outlined below. Please note that the outline below addresses the basic allocation of functions regarding the handling of your Account. It is not meant as a definite enumeration of every possible circumstance, but only as a general disclosure.

### a. Responsibilities of WFA

WFA has general responsibility for servicing and supervising your Account through its own personnel in accordance with its own policies and applicable laws and regulations.

WFA is responsible for receiving and reviewing any financial or personal information about you and your investment strategies.

WFA is responsible for approving the opening of your Account and obtaining the necessary documentation.

WFA is responsible for making recommendations regarding a specific security and providing you with research or market interpretations regarding the advisability of purchasing or selling a specific security.

WFA is responsible for the acceptance and, in certain circumstances, the execution of securities orders. WFA may request that FCC assist with the execution of orders settled in your Account. In those cases where FCC assists WFA with execution, FCC is acting on behalf of WFA only and not directly for you. FCC may rely on any order or instruction it receives from WFA without further inquiry, and orders for your Account may only be entered by and through WFA and not directly from you.

WFA is responsible for knowing the facts about any orders for the purchase or sale of securities in your Account. If WFA obtains possession of any securities intended for your Account, it is responsible for correctly identifying and promptly forwarding the same to FCC.

WFA is responsible for supervising the activities of the individual (if any) who services your Account, for resolving any complaints regarding the handling of your Account, and, in general, for the ongoing relationship that it has with you.

If you have an options account or engage in transactions in listed securities options, WFA is responsible for delivering a current Options Clearing Corporation brochure to you prior to your first options trade and delivering to you periodic updated versions of this brochure, notifying you when you have been assigned

delivery responsibility on a short option position, and accepting exercise notices from you for long positions in your Account. WFA is further responsible for communicating all information to you regarding margin calls.

In all the above matters relating the servicing of your Account, FCC has no involvement and assumes no responsibility unless otherwise specified.

### b. Responsibilities of FCC

In general, FCC is only responsible for those services provided at the request or direction of WFA as contemplated by the Clearing Agreement.

FCC is responsible for extending credit to you for transactions involving margin or otherwise. While WFA is responsible for communicating all information to you regarding margin and maintenance requirements, including margin calls, FCC may contact you as well with respect to any margin deficiencies in your Account.

FCC is responsible for maintaining books and records relating to the settlement and clearing of cash and securities transactions in your Account. To the extent FCC provides execution services for WFA, FCC will maintain records relating to execution. All communications between you and WFA, including correspondence and documents relating to advertising and promotion will be maintained solely by WFA.

FCC is responsible for holding and safekeeping your securities. You may deliver securities and/or other property to FCC or WFA for deposit to your Account, provided, however, that FCC shall only be responsible for holding and safeguarding your securities and/or other property from the time they are actually received by FCC from you or WFA.

FCC is responsible for providing you with written confirmation of each transaction entered for your Account. FCC is also responsible for providing you with at least one quarterly summary of the status of your Account.

FCC is further responsible for: (1) collection from, or payment to, any third parties money due to you or from you for securities transactions in your Account; (2) receiving from, or delivering to, third parties securities purchased or sold; (3) collecting and paying to you any dividends or interest due on securities held in your Account; (4) on your instruction, process exchange rights and tender offers with respect to the securities in your Account; and (5) in the case of an account which trades in listed securities options, allocate assignment or exercise notices or execute notices to exercise.

FCC does not control, audit, or otherwise supervise the activities of WFA or its employees. FCC does not verify information provided by WFA regarding your Account or transactions processed for your Account nor undertake responsibility for reviewing the appropriateness of transactions entered by WFA on your behalf.

## 3. Business Continuity

The following information concerns First Clearing, LLC's (hereinafter referred to as "FCC") efforts to ensure that impact to your

business is minimized in the event of an emergency or disaster.

Securities industry regulations require each member firm to create and maintain a business continuity plan designed to meet its obligations to its clients or other counter-parties. In accordance with these requirements, FCC has designed a business continuity plan to address possible scenarios in efforts to minimize any service impact to our introducing firms or their clients.

In keeping with the regulatory requirements, the business continuity plan for FCC is designed to address key areas of concern-including, but not limited to, the following:

- Data back-up and recovery;
- Mission-critical systems;
- Financial and operational assessments;
- Alternate means of communication between FCC and its clients;
- Alternate means of communication between FCC and its employees;
- Alternate physical locations of employees;
- Critical business constituent, bank and counter-party impact;
- Regulatory reporting;
- Communications with regulators; and
- How FCC will ensure that clients have access to their funds and securities in the unlikely event FCC determines it is unable to continue its business.

Since events creating disruption of business may vary in nature and scope, FCC has anticipated scenarios in which the following are affected:

- A primary FCC building at its headquarters location
- An FCC branch location
- A citywide area
- A regional area

Regardless of the scope of potential disruption, FCC intends to continue to provide service to its introducing firms and their clients. In the event where a primary building or business district is affected, the firm is fortunate to have a divided corporate presence in the Richmond, VA and St Louis, MO areas. The facilities in both areas are also served by UPS systems and have 24-hour security services. Should one of the primary buildings in Richmond or St. Louis be affected by a disruption, alternate facilities exist in each area that can be used to help restore operations.

In the unlikely event of a citywide or regional disruption, FCC has established recovery sites approximately 150 miles from the Richmond area and 28 miles from its St Louis headquarters that can be used to restore time sensitive functions as soon as key employees are relocated to the facility. Additionally, as a subsidiary of Wells Fargo & Company, FCC would intend to take advantage of any available facilities of other Wells Fargo & Company affiliates that may be located in other geographic regions. In the event that any such disruption occurs, we have developed alternative service arrangements, systems, locations, and contingency plans to ensure that any service affected is quickly restored.

FCC has identified several computer

applications with Mission Critical or High criticality ratings and has documented this within the business continuity plans. Our primary application provider, Thomson Transaction Services, Inc. has conducted successful testing with FCC, generally two times per year since November 2000. Finally, through its parent company, FCC utilizes data centers, located in other states, which regularly perform disaster recovery testing.

At a minimum, the FCC business continuity plan is reviewed, updated and tested on an annual basis. Additionally, our primary internal and external application providers periodically conduct testing of their own back-up capabilities to ensure that, in the event of an emergency or significant business disruption, they will be able to provide us with the critical information and applications we need to continue or promptly resume our business. When testing our plan, we review the recovery time and resumption time period for all mission critical systems.

Making sure that any type of disruption does not unduly affect our introducing firms or their clients is extremely important to us, and our business continuity plan is designed to allow us to continue to provide the quality service you have come to expect from FCC.

Financial Industry Regulatory Authority  
[www.finra.org](http://www.finra.org)

Securities and Exchange Commission  
[www.sec.gov](http://www.sec.gov)

Wells Fargo Advisors  
[www.wellsfargoadvisors.com](http://www.wellsfargoadvisors.com)

Throughout this guide the word "guarantee" refers to guarantees backed by the claims-paying ability of the issuing insurance company. If the insurance company is unable to meet the claims, the payments may not be made. Annuities are available through insurance subsidiaries of Wells Fargo & Company and insurance underwriters. Not available in all states. Annuities are long-term investments suitable for retirement funding and are subject to market fluctuations and investment risk. Fees are charged to pay for death benefits and other riders guaranteed by the issuing insurance company. Withdrawals from an annuity before age 59½ may incur a 10 percent tax penalty in addition to ordinary income tax. The prospectus on a variable annuity contains more complete information, including fees and expenses. Please read it carefully before investing. WFA is the trade name under which Wells Fargo & Company provides brokerage services through two registered broker-dealers: Wells Fargo Advisors, LLC, member SIPC, and Wells Fargo Advisors Financial Network, LLC, member SIPC. Each broker-dealer is a separate non-bank affiliate of Wells Fargo & Company.